

1 BILL NO. S-82-01-10

2 SPECIAL ORDINANCE NO. S- 08-82

3 AN ORDINANCE approving an Agreement with  
4 Northwest Washington Group Developer, for  
construction of a sanitary sewer.

5 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF  
6 FORT WAYNE, INDIANA:

7 SECTION 1. That the Agreement dated December 23, 1981,  
8 between the City of Fort Wayne, by and through its Mayor and the  
9 Board of Public Works and Northwest Washington Group Developer,  
10 for:

11 SANITARY SEWER

12 Beginning at a proposed manhole located on the  
13 existing Spy Run Interceptor on the north side  
14 of Washington Center Road and on the southwest  
15 corner of lot numbered 9 in Washington Center  
16 Acres; Thence easterly along the north side of  
Washington Center Road, a distance of 2,025+ lineal  
feet terminating at a proposed manhole located at  
the southwest corner of a .97+ acre tract now or  
formerly owned by Lassus,

17 of which the developer shall pay the entire cost and expense of  
18 the construction of said sewer, all as more particularly set forth  
19 in said agreement which is on file in the Office of the Board of  
20 Public Works and is by reference incorporated herein, made a part  
21 hereof and is hereby in all things ratified, confirmed and  
22 approved.

23 SECTION 2. That this Ordinance shall be in full force  
24 and effect from and after its passage and approval by the Mayor.

25   
26 COUNCILMAN

27  
28 APPROVED AS TO FORM AND  
29 LEGALITY JANUARY 8, 1982

30   
31 BRUCE O. BOXBERGER, CITY ATTORNEY  
32

Read the first time in full and on motion by Burns,  
seconded by Stier, and duly adopted, read the second time  
by title and referred to the Committee City of Fort Wayne (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 1-12-82

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Burns,  
seconded by Stier, and duly adopted, placed on its  
passage. PASSED (~~LOSS~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>0</u>	_____	<u>1</u>	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	_____	_____	_____	<u>✓</u>	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 1-26-82

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,  
Indiana, as ~~(ZONING MAP)~~ ~~(GENERAL)~~ ~~(ANNEXATION)~~ ~~(SPECIAL)~~  
~~(APPROPRIATION)~~ ORDINANCE ~~(RESOLUTION)~~ NO. 108-82  
on the 26th day of January, 1982.

ATTEST:

(SEAL)

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on  
the 27th day of January, 1982, at the hour of  
11:20 o'clock A M., E.S.T.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 1st day of February  
1982, at the hour of 9 o'clock A M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR. - MAYOR

BILL NO. S' 82-01-10

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN  
ORDINANCE approving an Agreement with Northwest Washington Group  
Developer, for construction of a sanitary sewer

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Pass.

PAUL M. BURNS - CHAIRMAN

MARK E. GIAQUINTA - VICE CHAIRMAN

JAMES S. STIER

JANET G. BRADBURY

ROY J. SCHOMBURG

1-26-82  
DATE \_\_\_\_\_ CONCLUDED IN  
CHARLES W. WESTERMAN, CITY CLERK

# Memorandum

To Board of Public Works

Date 12-18-81

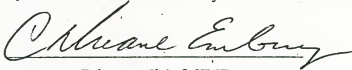
From C. Duane Embury

Subject Agreement for Sewer Extension - B.O. #122-81  
Washington Center Road-Signature Inn

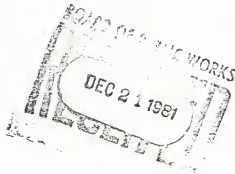
## COPIES TO:

File  
Chrono

Attached for your review and execution is the necessary sewer agreement for the above. Kindly return for recording. If there are any questions, please refer them to Mr. C. Wickensheimer or myself. Area outside city limits. Needs councilmatic approval.



C. Duane Embury, Chief, WPCE



71-154-18 H.I.

12/23/81

*Amended  
1/2/82*

71-154-18 H.I.  
12/23/81

AGREEMENT  
SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 23rd day of December, 1981, by and between NORTHWEST WASHINGTON GROUP, 132 Lincoln Highway West, New Haven, Ind., hereinafter referred to as the "Developer", and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, by its Board of Public Works and Mayor, hereinafter referred to as "City", WITNESSETH:

WHEREAS, the Developer is developing approximately 3.26 acres of land for commercial use commonly referred to as Signature Inn, and

WHEREAS, the Developer is desirous of extending City sanitary sewers to serve said Development, and

WHEREAS, the Developer has had detailed engineering plans and specifications prepared for the extension of City sanitary sewers to serve Signature Inn and allow for other property owners to connect to said sewer, and

WHEREAS, said plans have been reviewed and approved by the City and designed to allow for service to other adjoining property owners, and

WHEREAS, the Developer has obtained bids on said project and that the City and Developer are now ready to construct the sanitary sewer commonly known as "Washington Center Road/Signature Inn Sanitary Sewer" hereinafter referred to as "Sewer" and as described as follows:

Beginning at a proposed manhole located on the existing Spy Run Interceptor on the north side of Washington Center Road and on the southwest corner of Lot Numbered 9 in Washington Acres; thence easterly along the north side of Washington Center Road, a distance of 2,025± lineal feet terminating at a proposed manhole located at the southwest corner of a .97±-acre tract now or formerly owned by Lassus.

Said sewer shall be eight (8) and ten (10) inches in diameter.

Said sewer shall be constructed in accordance with the plans, specifications and profiles as prepared by Bonar & Associates, Inc. and approved by the Water Pollution Control Engineering Department, and on file at this time in the Office of the Board of Public Works. Said project, is commonly known as Signature Inn Sanitary Sewer. Said plans, specifications and profiles are, by reference, incorporated herein and made a part hereof.

WHEREAS, the cost of the Signature Inn Sanitary Sewer is represented to be \$39,019.70 which is composed of \$32,739.70 construction cost, \$3,300.00 engineering, \$2,480.00 easement costs, and \$500.00 agreement preparation and legal costs.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Construction of Sewer

The Developer shall cause said Sewer to be constructed and located in

accordance with said plans, specifications and profiles on file with the City. All work and materials shall be subject to inspection by the City and right of City to halt construction if there shall be non-compliance therewith. Said Sewer shall not be deemed permanently connected into the sewer system of the City until final acceptance by City. Notwithstanding the above, the Developer may place in service a portion of the project before the entire project is completed, providing said portion is completed in accordance with said plans and specifications. Upon completion, said Sewer shall become the property of City, and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. Cost of Construction

The Developer agrees to pay the entire cost and expense of construction of said Sewer and to hold the City harmless from any liability for claims connected therewith.

3. Area of Developer

Said Sewer will serve the area of the Developer which consists of approximately 3.26 acres being parts of Lots Numbered 4, 5, and 6 in Kahn's Subdivision Addition located at the northwest corner of Washington Center Road and Highway #3 (Lima Road), described in detail in Exhibit "A" and shown on Exhibit "B", which are attached hereto and made a part hereof.

4. Local Connection Fees

Said Sewer, when constructed, will serve and benefit additional or excess area, identified as "Local Area Benefitting" on attached Exhibit "B". A breakdown of the sewer cost and allocation is set forth in Exhibit "C". In the event any present or future owner of the designated Local Area Benefitting as shown on Exhibits "B" and "C" shall at any time within fifteen (15) years after the date of this contract connect to said sewer, whether by direct tap or connection to a lateral or extension thereof, he shall pay to the City of Fort Wayne a Local Connection Fee of \$.09382 per square foot of said present or future owner's property served by said sewer. All connection fees collected by City shall be paid by City to Developer within sixty (60) days after collection.

5. Area Connection Fees

In addition to the above described "Local Connection Fees", all future users of said sewer, whether by direct tap or connection to a lateral or extension

thereof, shall pay to the City of Fort Wayne the Spy Run Interceptor Area Connection Fee of \$300.00 per acre as set forth in Resolution No. 51-298-5 adopted by the Board of Public Works of the City of Fort Wayne on 3/14/68. The amounts so collected shall be retained by the City for expansions and improvements as set forth in the aforescribed Resolution and deposited with the Fort Wayne Water Pollution Control Utility. The Local and Area Connection Fees will be due as the areas are platted, developed or connected to said Sewer.

6. Limitation on Use

Said Sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said Sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. Councilmanic Approval

It is understood and agreed that this Contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within the period of ninety (90) days after execution thereof, this Contract shall be null and void and of no further force and effect.

8. Waiver of Right to Remonstrate Against Annexation

The Developer, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with, or oppose any pending or future annexation by City of any territory now or hereafter owned by him as described in Article 3 herein, or hereafter served by said Sewer or any extension thereof.

In further consideration and to induce City to execute and ratify this Contract, said Developer, for himself, his successors and assigns, agrees by this Contract to vest in City the permanent right at its direction to annex to the City of Fort Wayne at any future time by duly authorized Ordinance, the said real estate noted in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns, transferring or conveying any interest or title in and to any of the real

estate described in Article 3 herein, shall contain the waiver and release provisions contained in this Article, which provisions shall run with the land and the acceptance of the delivery of any such instrument from the Developer, his successors and assigns, by any grantee, vendee, or contract purchaser and their successors in title.

The Developer further agrees to record an executed copy of this Contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of the City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the Corporate Limits of City, who connect into the Sewer constructed hereunder shall be deemed to thereby waive his, her, their or its right to remonstrate against or otherwise object to, interfere with, or oppose any pending or future annexation by City of such land or of the territory in which it is located, or of the area served by said Sewer.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

DEVELOPER:  
NORTHWEST WASHINGTON GROUP

By Louis DeLongrange  
By Virgil Brockmann

CITY OF FORT WAYNE

By Winfield Moses, Jr.  
Winfield Moses, Jr., Mayor

BOARD OF PUBLIC WORKS

By Robert Anderson  
Betty R. Collins

ATTEST:

Sandra E. Kennedy  
Clerk

APPROVED AS TO FORM AND LEGALITY:

Kenneth L. Anderson  
Associate City Attorney  
ASSOCIATE CITY ATTORNEY

This Instrument prepared by Bonar & Associates, Inc.



STATE OF INDIANA)

SS:

COUNTY OF ALLEN)

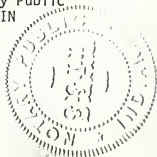
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared NORTHWEST WASHINGTON GROUP, by Louis Delagrang and Virgil Brockmann, Partners, who acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal, this 24th day of November, 1981.

Rita A. Stier  
Rita A. Stier, Notary Public  
A Resident of Allen County, IN

My Commission Expires:

6-17-85



STATE OF INDIANA)

SS:

COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Winfield Moses, Jr., Mayor; ~~Thomas E. Latchem~~, Chairman of the Board of Public Works; Betty Collins and Roberta Anderson-Staten, members of the Board of Public Works; and \_\_\_\_\_, Clerk of the Board of Public Works, who acknowledged the execution of the foregoing Agreement for Sewer Extension as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 23rd day of December, 1981.

Anne J. Fox  
ANNE J. FOX, Notary Public  
A Resident of Allen County, IN

My Commission Expires:

3-6-84

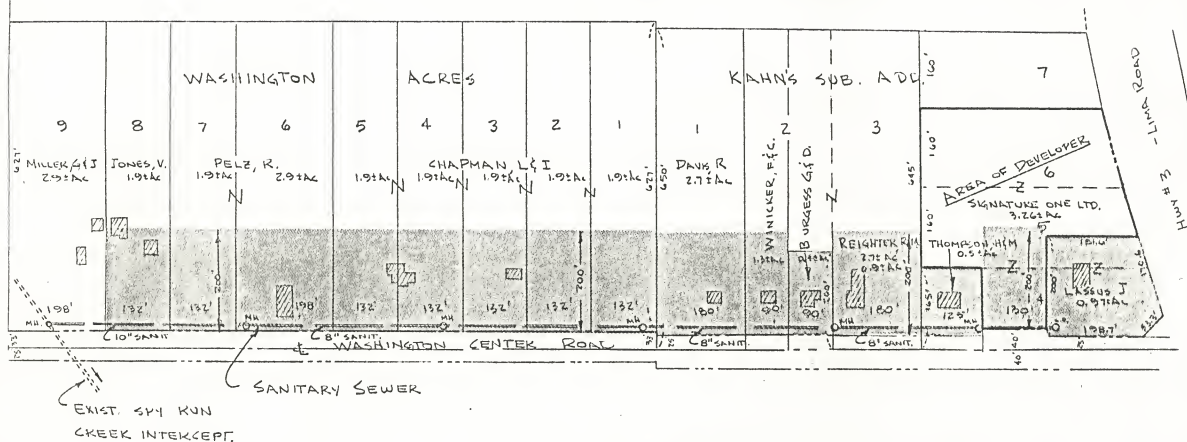
## SIGNATURE INN

Part of Lots Numbered 4 and 5 and all of Lot Numbered 6, except that part taken for right-of-way purposes for Indiana State Highway #3, in Kahn's Suburban Addition to the City of Fort Wayne, Indiana (Plat Book 16, Page 168), lying in the Southeast Quarter of Section 15, Township 31 North, Range 12 East, more particularly described as follows, to-wit:

Beginning at the southwest corner of said Lot Numbered 5; thence North 02 degrees, 33 minutes West (North 02 degrees, 36 minutes West - Deed), on and along the west lines of said Lots Numbered 5 and 6, a distance of 318.91 feet (319.1 feet - Deed) to the northwest corner of said Lot Numbered 6; thence North 88 degrees, 35 minutes East (North 88 degrees, 40 minutes East - Deed), on and along the north line of said Lot Numbered 6, a distance of 388.03 feet (388.1 feet - Deed) to the west right-of-way line of Indiana State Highway #3; thence southeasterly on and along said west right-of-way line, along a regular curve to the left with a radius of 2,939.79 feet, an arc distance of 59.30 feet (59.58 feet - Deed) (the chord of which bears South 13 degrees, 20 minutes East [South 13 degrees, 19 minutes East - Deed] for a length of 59.30 feet [59.58 feet Deed]); thence South 12 degrees, 27 minutes East (South 12 degrees, 26 minutes East - Deed) on and along said right-of-way line 103.29 feet (102.82 feet- Deed); thence southeasterly, continuing on said west right-of-way, along a regular curve to the left with a radius of 2,944.79 feet, an arc distance of 108.28 feet (108.57 feet - Deed) (the chord of which bears South 18 degrees, 27 minutes East [South 16 degrees, 39 minutes East- Deed] for a length of 108.27 feet [108.56 feet-Deed]); thence South 88 degrees, 48 minutes West (South 89 degrees, 17 minutes West-Deed) 185.30 feet (181.6 feet -Deed); thence South 00 degrees, 43 minutes East, 199.94 feet (200.0 feet - Deed) to the north right-of-way line of Washington Center Road; thence South 89 degrees, 07 minutes West (South 89 degrees, 17 minutes West-Deed) 129.92 feet (130.0 feet-Deed) on and along said north right-of-way line; thence North 02 degrees, 37 minutes West (North 02 degrees, 36 minutes West-Deed) 140.48 feet (140.0 feet-Deed) to the north line of said Lot Numbered 4; thence South 89 degrees, 20 minutes West (South 89 degrees, 17 minutes West-Deed) on and along said north line, 124.90 feet (125.0 feet-Deed) to the Point of Beginning, containing 3.269 acres, more or less, and subject to an ingress and egress easement over the 25 feet lying east of and adjacent to the above described 199.94 foot (South 00 degrees, 43 minutes East) side, and subject to an ingress and egress easement over the 25 feet lying west of and adjacent to the above described 199.94 foot (South 00 degrees, 43 minutes East) side, and over the 40 feet (at right angles) lying west of and adjacent to the west right-of-way at Indiana State Highway #3.

EXHIBIT "B"  
REIMBURSEMENT AREA

WASHINGTON CENTER ROAD  
SIGNATURE INN  
SANITARY SEWER



LEGEND

LOCAL AREA BENEFITING (200')

Prepared by:  
BONAK & ASSOC., INC.  
OCTOBER 1981

## LOCAL CONNECTION FEES

Construction Costs - Based on Bid from Porter Construction, Inc.

	Quantity	Unit Price	Extension
1. 10" E.S. Clay, C-700 w/Bedding	380± L.F.	\$ 11.50	\$ 4,370.00
2. 10" D.I. Pipe, CL 50 w/Bedding	20± L.F.	18.50	370.00
3. 8" E.S. Clay, C-700 w/Bedding	1625± L.F.	9.50	15,437.50
4. 8" Vit. Clay Vertical Drop Pipe	5.3± V.F.	12.68	61.20
5. 60" Dia. Manhole w/Casting	1± EA	1,442.50	1,442.50
6. 48" Dia. Manhole w/Casting	6± EA	950.00	5,700.00
7. 8" Tap with Plug	11± EA	40.00	440.00
8. #73 or #53 Backfill	225± C.Y.	8.50	1,912.50
9. D.I. to clay adaptors; permits; maintenance of traffic; restoration; clearing & tree removal; city inspection; fence removal & replacement; proposed fill; and all incidentals to complete the work, in accordance with plans & specifications and terms of contract	1 Lump Sum		<u>3,000.00</u>
Total Bid			\$32,739.70

<u>Local Sewer Cost</u>	
Construction Cost	\$32,739.70
Engineering Cost	3,300.00
Easement Cost	2,480.00
Agreement Fees	<u>500.00</u>
Total Local Sewer Cost	<u>\$39,019.70</u>

Local Area Benefitting

415,900 square feet

Cost per Square Foot  $\frac{\$39,019.70}{415,900 \text{ S.F.}} = \$0.09382$

Owner	Legal Description	Size	Assessment \$.09382/S.F.
Jones, V.	Lot 8 - Washington Acres	132'x200' = 26,400 s.f.	\$2,476.85
Pelz, R.	Lot 7 - Washington Acres	132'x200' = 26,400 s.f.	\$2,476.85
Pelz, R.	Lot 6 - Washington Acres	198'x200' = 39,600 s.f.	\$3,715.27
Chapman, L&I	Lot 5 - Washington Acres	132'x200' = 26,400 s.f.	\$2,476.85
	Lot 4 - Washington Acres	132'x200' = 26,400 s.f.	\$2,476.85
	Lot 3 - Washington Acres	132'x200' = 26,400 s.f.	\$2,476.85
	Lot 2 - Washington Acres	132'x200' = 26,400 s.f.	\$2,476.85
	Lot 1 - Washington Acres	132'x200' = 26,400 s.f.	\$2,476.85
Davis, R.	Lot 1 - Kahn's Sub. Add.	180'x200' = 36,000 s.f.	\$3,377.52
Winicker, F&C	Lot 2, West ½, Kahn's Sub. Add.	90'x200' = 18,000 s.f.	\$1,688.76
Burgess, G&D	Lot 2, East ½, S 200' Kahn's Sub. Add.	90'x175' = 15,750 s.f.	\$1,477.66
Reighter, R&M	Lot 3 - Kahn's Sub. Add.	180'x200' = 36,000 s.f.	\$3,377.52
Thompson, H&M	Lot 4, West 125', Kahn's Sub. Add.	125'x140' = 17,500 s.f.	\$1,641.85
Signature One	Lot 4, East 130', Kahn's Sub. Add.	130'x200' = 26,000 s.f.	\$2,439.32
Lassus Bros. Oil Co.	Lot 4, Part of	42,250 s.f.	<u>\$3,963.89</u>
Totals		415,900 s.f.	\$39,019.74

In addition to the local sewer share as set forth above, the Spy Run Interceptor area charge and tap permit fees are due at time of connection.



## THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

December 7, 1981

The Common Council  
Fort Wayne, Indiana

SUBJECT: STREET LIGHTING RESOLUTION 156-81, WEST CENTRAL, PHASE B

Gentlemen and Mrs. Schmidt:

Contract for Street Lighting Resolution 156-81 has been awarded to T & F Construction Corp. This is to light the West Central, Phase "B" area with an underground ornamental lighting system. The total cost of said lighting shall be paid with monies from the Community Development Block Grant.

The Board of Public Works respectfully requests "Prior Approval" because of the rapid approach of inclement weather and a short construction season remaining. Special Ordinance for formal approval will be submitted in the near future.

Sincerely,

BOARD OF PUBLIC WORKS

Thomas W. Latchem  
Thomas W. Latchem, Chairman

CITY OF FORT WAYNE  
Win Moses, Jr.  
Win Moses, Jr., Mayor

approved:

Samuel J. Talarico Mark E. Gilchrist John S. ...  
W. Schmidt Vivian P. Schmidt R. J. Scher...  
Ray ... John ... ...

Attest:  
Charles Westerman  
Charles Westerman, City Clerk

## ST. LIGHT EN

ENGINEERING, CITY OF FORT WAYNE  
BID ANALYSIS SHEET

PROJECT: West Central Area Phase "B"

DATE: 10/14/81 RES. NO. 156-81

## CONTRACTORS

RES. NO.						T & F Construction Corporation of Indiana		The Weikel Line Company Inc.		N.G. Gilbert Corp.		The L.E. Meyers Company					
EM	QUAN.	UNIT	MATERIAL DESCRIPTION	ENGR. ESTIMATE	EXTENSION	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
001	37	Ea.	Install 16' blk Alum.Pole-4' deep w/pole set	\$ 53.00	\$ 1,961.00												
002	7	Ea.	Install 22' blk Alum.pole-4' deep w/pole set	\$ 66.00	\$ 462.00	\$ 61.00	\$ 2,257.00	\$ 50.00	\$ 1,850.00	\$ 57.00	\$ 2,109.00	\$ 142.15	\$ 5,259.55				
003	46	Ea.	Install TC 100R Luminaire & Lamp	\$ 36.00	\$ 1,656.00	\$ 61.00	\$ 427.00	\$ 65.00	\$ 455.00	\$ 57.00	\$ 399.00	\$ 160.60	\$ 1,124.20				
004	7	Ea.	Install TC 400R Luminaire & Lamp	\$ 38.00	\$ 266.00	\$ 31.00	\$ 1,426.00	\$ 32.00	\$ 1,472.00	\$ 33.75	\$ 1,552.50	\$ 44.05	\$ 2,026.30				
005	9	Ea.	Install 12' Pedestal Pole	\$ 38.50	\$ 346.50	\$ 31.00	\$ 217.00	\$ 38.00	\$ 266.00	\$ 33.75	\$ 236.25	\$ 61.20	\$ 428.40				
006	2989	L.F.	Trench in earth-20" deep	\$ 1.10	\$ 3,287.90	\$ 38.00	\$ 342.00	\$ 36.00	\$ 324.00	\$ 44.25	\$ 398.25	\$ 61.20	\$ 550.80				
007	1050	L.F.	Trench in Asphalt-18" deep	\$ 3.25	\$ 3,412.50	\$ 1.50	\$ 4,483.50	\$ 0.99	\$ 2,959.11	\$ 1.10	\$ 3,287.90	\$ 2.45	\$ 7,323.05				
008	2316	L.F.	Bore or push 1 1/2" tubing under drives,trees,streets, alleys, ect...	\$ 4.30	\$ 9,495.60	\$ 2.50	\$ 2,625.00	\$ 2.00	\$ 2,100.00	\$ 2.10	\$ 2,205.00	\$ 3.40	\$ 3,570.00				
						\$ 3.20	\$ 7,411.20	\$ 3.85	\$ 8,916.60	\$ 4.20	\$ 9,727.20	\$ 12.25	\$ 28,371.00				
009	1050	L.F.	Install 1" conduit in trench	\$ 1.25	\$ 1,312.50												
010	6635	L.F.	Install 2/C and/or 1/C#4 alum. wire in trench or conduit	\$ 0.38	\$ 2,521.30	\$ 0.50	\$ 525.00	\$ 0.90	\$ 945.00	\$ 1.05	\$ 1,102.50	\$ 0.85	\$ 892.50				
011	9		Install 1.5' x 1.5'x4.9' concrete foundation with anchor bolts grounding	\$180.00	\$ 1,620.00	\$ 0.25	\$ 1,658.75	\$ 0.30	\$ 1,990.50	\$ 0.40	\$ 2,654.00	\$ 1.10	\$ 7,298.50				
						\$100.00	\$ 900.00	\$ 220.00	\$ 1,980.00	\$ 176.10	\$ 1,584.90	\$ 334.40	\$ 3,009.60				
012	600	Sq.Ft	Remove & replace curbface walk	\$ 3.40	\$ 2,040.00												
013	31	Ton	Asphalt Patching	\$ 75.00	\$ 2,325.00	\$ 2.50	\$ 1,500.00	\$ 2.50	\$ 1,500.00	\$ 3.20	\$ 1,920.00	\$ 12.30	\$ 7,380.00				
014	3110	L.F.	Fine Grading Seeding & Mulch	\$ 0.40	\$ 1,244.00	\$ 60.00	\$ 1,860.00	\$ 67.00	\$ 2,077.00	\$ 71.00	\$ 2,201.00	\$ 110.45	\$ 3,423.95				
015	5	Ea.	Install 10' Riser Section	\$ 33.00	\$ 165.00	\$ 0.25	\$ 777.50	\$ 0.27	\$ 839.70	\$ 0.65	\$ 2,021.50	\$ 1.50	\$ 4,665.00				
						\$ 40.00	\$ 200.00	\$ 24.00	\$ 120.00	\$ 33.00	\$ 165.00	\$ 36.70	\$ 183.50				
			TOTAL BID		\$ 32,115.30												
			Material furnished by City	\$ 25,863.75			\$26,609.95		\$27,794.91		\$ 31,564.00		\$75,506.35				
			Engineering Inspection	\$ 5,798.10			\$25,863.75		\$25,863.75		\$ 25,863.75		\$25,863.75				
			Labor by City Forces	\$ 2,800.00			\$ 5,798.10		\$ 5,798.10		\$ 5,798.10		\$ 5,798.10				
			Advertising	\$ 40.00			\$ 2,800.00		\$ 2,800.00		\$ 2,800.00		\$ 2,800.00				
			Total Contract	\$ 66,619.15			\$ 40.00		\$ 40.00		\$ 40.00		\$ 40.00				
			% over/under				\$61,111.80		\$ 62,296.76		\$ 66,035.85		\$110,008.20				
			* Shows error				-17.15%		-15.54%		-1.72%		+134%				



71-156-8  
12/30/81

CONTRACT - 156-81

STATE OF INDIANA )  
COUNTY OF ALLEN ) ss

THIS AGREEMENT AND INDENTURE made and entered into this,  
the 30th day of December 1981, by and between:

The City of Fort Wayne

The party of the first part, termed in this agreement and the  
Contract Documents as the "Purchaser," and

T & F Construction Corp.

The part of the second part, termed in this agreement and the  
Contract Documents as the "Contractor":

WITNESSETH:

THAT, WHEREAS, the Board of Public Works has heretofore  
caused to be prepared certain contract documents for furnish-  
ing labor and equipment and performing work therein fully des-  
cribed, and the Contractor did, on the 14th day of October,  
file with the Board of Public Works, a copy of said contract  
documents, together with his offer and terms therein fully  
stated and set forth, and,

WHEREAS, the said contract documents accurately and fully  
describe the terms and conditions upon which the Contractor is  
willing to furnish the labor and equipment and perform the work  
called for by the said contract documents and in the manner and  
time of furnishing and performing same.

IT IS THEREFORE, AGREED:

FIRST - That a copy of said contract documents filed as  
aforesaid be attached hereto and that the same do in all par-  
ticulars become the agreement and contract between the parties  
hereto in all matters and things set forth therein and described,  
and further, that both parties hereby accept and agree to the  
terms and conditions of said contract documents so filed, for the  
following:

To light the West Central, Phase "B" with an underground  
ornamental lighting system in the amount of \$26,609.95.

SECOND - The Contract Documents hereto annexed are made a part of this agreement and contract as fully and as absolutely as if herein set out verbatim.

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Advertisement for bids
2. Instructions to bidders
3. Specifications and special provisions
4. Detailed specifications and addendum
5. Construction drawings
6. Application for cut permits into Fort Wayne street, county roads and/or State highways
7. Street barricade maintenance information
8. Contractor's bid
9. Material list
10. Bidder's Bond
11. Non-Collusion Affidavit
12. Certificate in lieu of financial statement
13. Certificate in lieu of Equal Employment Statement and Affirmative Action Program
14. Equal Opportunity Clause
15. Federal Labor Standards Provisions
16. Copeland "Anti Kick Back" Act (18 U.S.C. Sec: 874)
17. Davis-Bacon Act
18. Federal Wage Scale
19. State Prevailing Wage Scale
20. This Contract
21. Performance Bond

In the event that any provisions in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any part of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence unless otherwise directed or corrected by the engineer.

THIRD - The unit prices agreed to in this contract will remain in effect until the work covered under this contract is completed.

FOURTH - This contract is executed in duplicate.



FIFTH - It is further stipulated that not less than the general prevailing rate of wages as ascertained by the City of Fort Wayne or the Indiana Department of Labor shall be paid to all workmen performing work on this contract.

SIXTH - It is further stipulated that Contractor shall pay all lawful claims or indebtedness which may accrue, by operation of law and otherwise, to any persons, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract including Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract.

SEVENTH - It is further stipulated that any judgment rendered against the City of Fort Wayne or any official thereof, in any suits for damages for injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

EIGHTH - The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached, and incorporated herein and made a part hereof. (NE/1 -NE/3).

NINTH - The Contractor shall furnish a Performance Bond in a form acceptable to the City of Fort Wayne for the full value of the work.

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

APPROVED:

  
MAYOR


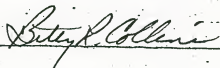
  
ATTEST: Clerk

Approved in Form & Legality

By: 

ASSOCIATE CITY ATTORNEY

BOARD OF PUBLIC WORKS

  
Robert Anderson  
  
Betty R. Collins

CONTRACTOR: \_\_\_\_\_

T & F Construction Corp. of Indiana

BY: J. L. Taber  
J. L. Taber  
President

BY: V. L. Miller  
Secretary - Treasurer  
V. L. Miller



PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we T & F Construction Corp. of Indiana  
as Principal, and the Fidelity and Deposit Company of Maryland

\_\_\_\_\_, a corporation organized under the laws of the  
State of Maryland, and duly authorized to transact business in the  
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,  
Indiana, an Indiana Municipal Corporation in the sum of \_\_\_\_\_

Twenty-Six Thousand Six Hundred Nine and 95/100 Dollars

(\$ 26,609.95), for the payment whereof well and truly to be made,  
the Principal and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents. The  
condition of the above obligation is such that

WHEREAS, the Principal did on the 5th day of November, 1981,  
enter into a contract with the City of Fort Wayne to construct

Installation of street lighting with underground wiring in the West Central  
Phase "B" area.

at a cost of \$ 26,609.95, according to certain plans and specifications  
prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement  
provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of one (1) year from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

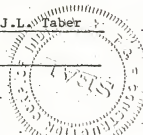
NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for one (1) year after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

T & F Construction Corp. of Indiana  
(Contractor)

BY: J.L. Taber

J.L. Taber

ITS: President



ATTEST:

V.L. Miller

V.L. Miller

(Title) CORPORATE SECRETARY

Fidelity & Deposit Co. of Maryland  
Surety

\*BY: Dorothy Jean Ellis  
Authorized Agent  
(Attorney-in-Fact)

\*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY

# FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

Sec. 2. The President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto.

does hereby nominate, constitute and appoint Vernon Matherly, Lynnwell L. Case, Jerry J. Dils, Robert W. Robbins, Russell L. Turner, Gregory K. Dils, Earl L. Channess, Dorothy Jean Ellis, Janet L. Turner, David N. Matherly, all of Richmond, Indiana, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes those issued on behalf of Vernon Matherly, et al, dated, September 27, 1979 and on behalf of Jerry J. Dils, et al, dated, November 26, 1979.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of February, A.D. 19 81.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:



C. W. Robbins  
Assistant Secretary

By C. M. Pecot, Jr.  
Vice-President

STATE OF MARYLAND  
CITY OF BALTIMORE

ss:

On this 10th day of February, A.D. 19 81, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



Edgar J. Taylor  
Notary Public Commission Expires July 1, 1982

## CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 5th day of November, 19 81.

W. J. Best  
Assistant Secretary

IMPROVEMENT OF STREET LIGHTING

Res. # 156-81

West Central Area Phase B

INSTRUCTION TO BIDDERS

Oct. 1 1981

1. Sealed proposals will be received by the Board of Public Works of the City of Fort Wayne, in the State of Indiana, until 9:00 o'clock A.M., E.S.T. on the 14th day of Oct. 1981, at which hour the Bids will be publicly opened and read for the following work:

CONTRACT NUMBER# 156-81

West Central Area Phase B

The Bids will then be submitted to the Engineers for examination and comparison. Upon completion of their report as to the amounts of the different bids per unit price offered, the Board will proceed without unnecessary delay to award one contract to the lowest qualified Bidder. The Board reserves the right to reject any and all Bids.

2. Permission will not be given for the withdrawal or modification of any proposal after the same has been filed.

3. Each proposal shall be endorsed with the title of the work, the name of the Bidder, and the date of its presentation. All Bids shall be filed with the Clerk of the Board of Public Works, on or before the day and hour mentioned above and stated in the advertisement, and no proposal presented after this time shall be accepted.

4. No Bid will be accepted from or Contract awarded to any person, firm, or corporation that is in arrears to the City of Fort Wayne, upon any debt or contract, or who has failed to execute, in whole or in part, in a satisfactory manner, any contract with the City; or who is a defaulter as to surety or upon an obligation to the City of Fort Wayne for any reason.

5. All Bids must be upon the Bid Form which follows. It is to be understood that all provisions of Bid Form 96-A, as prescribed by the State Board of Accounts, are to be considered to be a part of the Bid Form which follows, with such additions incorporated therein as found necessary for this Project. The usual Statutory Affidavit shall be made on the form provided.

6. In accordance with the provisions of an Act of the General Assembly of the State of Indiana, Chapter 306, Page 1248, Acts of 1947, each bidder is required to submit under oath, with and as a part of his Bid, a statement of his experience, his proposed plan for performing the work, the equipment which he has available for the performance of the work, and a financial statement of his business. The statements must be submitted on forms prescribed by the State Board of Accounts, copies of which are bound herewith.

7. Each Bid must be accompanied by a Bond executed by the bidder and surety satisfactory to the Board of Public Works, in the sum of ten percent (10%) of the aggregate amount of the bid or proposal; or the bidder may deposit with the Board of Public Works, in lieu of such Bond, a certified check on a solvent bank, payable to the City of Fort Wayne, equal in amount to the amount required in such Bond. Said Bond, or certified check, is required as a guarantee that should the said Bid or proposal be accepted by the Board of Public Works, the bidder will, within ten (10) days from the time he shall have been notified of the acceptance of the same, enter into Contract with the City of Fort Wayne for the work bid upon, and give Bond with surety to be approved by the Board of Public Works, insuring the faithful completion of the Contract.

In case a Bid is not accepted, the obligation of the said Bond will be null and void and said certified check shall be returned to the bidder.

In case a Bid is accepted and the Bidder does enter into Contract with the City of Fort Wayne for the work bid upon, with ten (10) days from the time he shall have been notified of the acceptance of the same, and does furnish Contract Bond as required, then the obligation of the said Bond shall be null and void and the said certified check shall be returned to the Bidder.

In case a Bid is accepted and the Bidder shall refuse to or neglect to enter into a Contract with the City of Fort Wayne for the work, material or apparatus bid upon, within ten (10) days from the time he shall have been notified of the acceptance of the same, and furnish Contract Bond as required, then the obligation of the Bond shall remain in full force or effect and said certified check shall be forfeited to the City of Fort Wayne as ascertained and liquidated damages for failure to do so.

8. The successful Bidder, at the time of signing the Contract, will be required to furnish Bond (at his own expense) guaranteeing faithful execution of the Contract, in full amount of the Contract Price, executed by the Bidder and surety to be approved by the Board of Public Works, on the Bond Form marked "Performance Bond", and bound herewith. The Performance Bond shall contain the following clause:

"The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract accompanying the same, shall in any way effect its obligation on this alteration or addition to the terms of the Contract, or to the work, or to the Specifications".



9. Persons, firms and corporations submitting Bids or proposals shall demonstrate to the satisfaction of the Board, before entering into Contract, that they have proper facilities, expert workmen and experience to execute the Contract in a proper manner; otherwise, their Bids or proposals will not be considered.

10. Each Bidder is to submit, with his proposal, a list of his installations of work similar in size and type that are in successful operation.

11. All Affidavits sworn to before a Notary Public in states other than Indiana should have attached thereto a Certificate of the Clerk of the Circuit Court or a court of similar jurisdiction; that such Notary Public is authorized to administer oaths. The venue of the Affidavit should also be laid where the Affidavit is made.

12. The Board of Public Works may refuse to consider any Bid that is deficient in any of the fore-mentioned requirements.

13. The Specifications under which the work will be done may be obtained at the office of Board of Public Works, Ninth (9th) Floor of the City-County Building, Fort Wayne, Indiana, for a fee of ten dollars (\$10.00), payable to the Board of Public Works. This payment is non-refundable.

14. It shall be the responsibility of the Bidder to place his proposal in the hands of the Board of Public Works on or before the time stated for opening the proposals. If for any reason whatsoever including unexpected delays in the delivery of the United States Mail, the proposal is received after the time that has been set for the opening of the proposals, the proposal will not be accepted.

15. Bidders are required to visit the Site and inform themselves fully of the conditions relating to construction and labor, under which the work will be done.

16. SPECIAL NOTE: All Persons, Firms, and Corporations submitting Bids for the Work shall obtain the PROPER PERMITS from the ELECTRIC PERMIT DEPARTMENT to perform the work described herein.

17. Contractor who receives this contract is responsible to contact the HAD-HELP number (423-4357) to have all underground utilities located prior to actual construction, otherwise, contractor will be liable for damages to other utilities.



## SPECIFICATION AND SPECIAL PROVISION

### Street Lighting Engineering Dept.

#### West Central Area Phase B

Res. # 156-81

The following special provisions are herein established in addition to the "General and Detailed Specifications", as supplemented, which is hereby made a part of the Contract Documents by reference and together will be referred to as the Standard Specifications. All work performed under this contract will be governed by the provisions of the Standard Specification except as modified or amended by these Special Provisions or the Plans or other Contract Documents prepared specifically for this contract by the Board of Public Works of the City of Fort Wayne, Indiana or an agent appointed by said Board.

The plans for this project, entitled West Central Area Phase B

#### Public Safety

If at anytime, in the opinion of the engineer, the work is not properly lighted, barricaded and in all respects safe to public travel, persons on or about the work, or public or private property, the engineer shall have the right to order such safeguards to be erected and such precautions be taken as he deems advisable, and the contractor shall promptly comply with such orders. If, under such circumstances, the contractor does not or can not immediately put the same into proper and approved condition, or if the contractor or his representative are not upon the ground so that he can be immediately notified of the insufficiency of safety precautions, then the engineer may put the work into such a condition that it shall be, in his opinion, in all respects safe, and the contractor shall pay all expenses of such labor and materials as may have been used for this purpose by him or by the engineer. Such action of the engineer, or his failure to take such action, shall in no way relieve the contractor of the entire responsibility for any cost, loss, or damage by any party sustained on account of the insufficiency of safety precautions taken by him or by the engineer acting under authority of this section.

#### Protection to Property

Materials shall be neatly, safely and compactly piled up along the sides of the roadway in which the improvement is located or adjacent thereto, as the engineer may direct, in such a manner as to cause the least inconvenience and

damage to property and to the general public, and not within fifteen (15) feet of any fire hydrant. Private drives and street crossings shall be kept open. Shade trees and other improvements shall be protected from damage. Injury to lawns, trees, sidewalks, street or other improvements shall be made good by the contractor to the satisfaction of the engineer. The contractor shall at all times keep the work site clean and free of dust.

#### Co-operation with Utilities

The plans show all known utilities located within the limits of this contract according to information obtained from various utility companies. The accuracy of the plans in this respect is not guaranteed. The contractor will be required to co-operate his work with all utilities within the limits of this contract as directed by the engineer. The contractor is also required to locate all utilities forty-eight (48) hours before work commences by calling HAD-HELP, 423-4357.

#### Materials

The City of Fort Wayne, Indiana shall furnish all materials shown on the material schedule which is hereby made a part of the contract documents.

#### Aluminum Poles

All poles will be placed in a straight hole so that the bottom of the hand hole will be 8" from the top of grade. The hand hole will face the direction of incoming wire. The poles will be set in eighteen (18) to twenty (20) inches of polyurethane foam with a density of seven (7) pounds per cubic foot, to be furnished by the contractor. The remainder of the hole shall be filled with spoil to within two (2) inches of grade and compacted to ninety-five (95) percent dry density as determined by a modified proctor. All poles shall be plumb after installation of the post top luminaire. All poles shall be grounded. Poles shall be placed at locations shown on plans or as designated by engineer.

#### Trenching

All trenching shall be twenty (20) inches deep parallel to the street and one foot from the face of the sidewalk. All backfill material shall meet the approval of the

engineer. All backfill material will be compacted to ninety-five (95) percent dry density as determined by a modified proctor. The contractor shall compact said trenches within three (3) days after the initial opening of the trench and said trench shall be backfilled the same day that it is opened. If the contractor does not comply with the backfill requirements five (5) percent of the unit price shall be deducted from the bid for each foot of trench which does not pass inspection.

#### Conduit

Where existing pavement is encountered (sidewalks, drive-ways or streets) the contractor shall bore or jack new conduit under the pavement at a depth of twenty (20) inches. Any wire passing under the pavement shall be installed in said conduit. Where trees are encountered the contractor shall bore or jack new conduit under said tree at a depth of twenty inches. The conduit length shall be computed as follows: trees sixteen (16) inches and larger (O.D. + 12 feet); trees fifteen (15) inches and smaller (O.D. + 6 feet).

#### Luminaire

The contractor shall include in his bid for the installation of the luminaire all necessary connections required to make the luminaire operational.

#### Underground Wire

Underground wire shall be buried twenty (20) inches deep. The contractor shall install five (5) feet of wire into the pole. All wires shall be protected at all times. There shall be no splices made in the cable or connection made in the ground. All connections will be made in the hand hole or in a specified hand hole in the ground.

#### Landscaping

The areas disturbed by the contractor shall receive a minimum of two (2) inches of loamy soil of a density of one hundred twenty five (125) pounds per cubic foot. The area shall be fine graded, fertilized, rolled and lightly mulched. Grass seed shall be sown at a rate of six (6) pounds per one thousand (1000) square feet of area. The seed mixture shall be as follows: 2 lbs./1000 sq.ft. chewing fescue; 2 lbs./1000 sq.ft. perennial rye; 2 lbs./1000 sq.ft. kentucky bluegrass. The fertilizer shall have a 4-16-16 analysis and be applied at the rate of five (5) pounds per one thousand square feet.

### Salvage

All removal items designated as salvagable by the project engineer shall be the property of the City and shall be delivered to the Street Lighting Warehouse. All other items are the property of the contractor.

### Progress Payments

This project is being constructed using Community Development funds and will be paid entirely by the City of Fort Wayne, Indiana. The contractor will be entitled to receive monthly progress payments, based upon an estimate of the work completed, approved by the engineer and submitted to the Board of Public Works. These monthly progress payments shall not exceed ninety (90) percent of the contract cost.

### Wage Scale

There are two (2) wage scales enclosed in the bid document, Indiana-Fort Wayne Wage Scale and the Federal Wage Scale; the higher wage scale should be followed.

### Concrete Replacement

Where contractor finds it necessary to remove any part of a sidewalk to install conduit and/or cable for this job, it will be his responsibility to completely replace the sidewalk panels so damaged. Where it is necessary to cut driveways, streets, or alleys the trench will be overcut 8" on each side and replaced with concrete to the standing Street Department Specifications.

### Removal

Contractor will be responsible for removal of the existing street light poles, fixtures, mast arms, etc. on the streets only in this area.

### Controls

Contractor will install a 1 1/2", 90° ell and one 10' length of conduit on Utility riser poles and will leave sufficient wire to reach top of pole. City will install additional conduit and control at City's expense.

#### FOUNDATION

Where pole locations are to be in curb walk, pole will be set on 18" x 18" x 4' reinforced concrete bases with grounding anchor bolts and entry sleeves. The City shall furnish the anchor bolts and sleeves where required.

The Continuity Test shall be made with an Ohmmeter properly scaled for measuring the resistance of the Power Cables. This test shall verify the following:

1. That each Power Cable is continuous to all of its termination points.
2. That the cable coding at all the termination points is consistent with cable coding at the supply point.
3. That the power cables are not crossed with the Neutral or with each other.
4. That the Main Circuit through each of its branches does not have unusual resistance values.

The entire completed installation shall be tested by circuit or by such portions as may be selected by the Engineer.

Galvanized Steel Conduit in the road shoulders shall be installed in trenches excavated to a neat line but in the shoulder surface. The trench shall be backfilled with fill gravel, and compacted to original density and the surface will be replaced with like material of original thickness.

Pole Standards shall be plumb after installation of the Post Top Luminaires.

All Aluminum Standards shall be grounded.

#### Curbwalk

All curbwalk removed will be replaced in accordance to Street Engineering specifications. It is expected that the adjacent pavement will receive some damage. The contractor shall replace any pavement damaged with full depth asphalt to a width as required by the engineer. It should also be noted that the pavement replacement will be paid for under asphalt patching as will the replacement of pavement where it is required to trench in the street.

☒ NEW Construction  
☐ MAINT.

## STREET LIGHTING

## MATERIAL LIST

Stock No	ISSN	Part	MACT APMS	Stock No	ISSN	Part	WIRE
14-31			6 FT. Wood BLE	4-100			3/4 #12 UF
14-33			30' " " "	4-120			3/4 #10 UF
14-34			4 FT. " " "	4-150			1/2 #8 UF
14-36			6 FT. " " "	4-180			#8 VULCAN
14-37			8 FT. " " "	4-200			2/4 #6 ALUM.
14-38			12 FT. 1/4" " " "	4-243			3/8 #4 ALUM.
14-40			16 FT. 1/2" " " "	4-350			1/2 #4 UF
14-43			6 FT. 2" " " "	4-355	0650		3/4 #4 UF
14-45			12 FT. 2" " " "	4-340			3/4 #2 DUCT CABLE
14-46			16 FT. 2" " " "	18-44	1500		1/2 #12 TW
14-166			6 FT. 2" CONCRETE BLE				
14-172			15 FT. 2" " " "				
14-485			11 FT. 10" 2" ALUM DOLE				CONDUIT
14-489			8 FT. 2" TRANS. & LIVING	5-10			1/2"
14-490			1 FT. 2" FOR ALUM. DOLE	5-11			3/4"
14-492			2 FT. 2" " " "	5-12			1"
14-497			15 FT. 2" FOR 50 FT DOLE	5-13			1 1/4"
14-492			2 FT. END 14-490 DOLE	5-14			1 1/2"
				5-15			2"
			<b>FIXTURES</b>				
14-69			PMA. 117	21-83			2" PLASTIC
14-124			175 WATT TOWN & Country	19-291	2500		1 1/2" TURING
14-38			400 " " "		1200		
14-175			SING. STYLE AIRE				<b>CONTROLS</b>
14-176			TWIN SIM AIRE				30 AMP
14-342			400 WATT MERC W/PC				40 AMP
14-345			400 " " N/PC				60 AMP
14-357			6 SIDED HADCO 175W				100 AMP
14-358			175 W LAMIN AIRE				
14-359			4 SIDED HADCO				<b>PHOTO CELLS</b>
14-356			175 W PACKAGE LIGHT				
14-365			175 W W/PC				
14-366			175 W OPEN				
14-367			175 W N/PC				
		46	100 W Sodium T.C.				
			150 W " ENCLOSED				
14-354			250 W " " "				
14-355			400 W " " "				
14-356			1000 W " " "				
14-357			250 W " ELK				
			400 W. FLOAS MERC.	3-20			MISC.
			1000 W " " "	3-21			J. Hook
			1500 W QUARTZ M.B.				GRIP
			" " " N.B.				
			" " " W.B.	19-267	18		TAPE (38)
			2 LAMP FLARE		106		OB 21 fittings
			4 " " "				
			Socket Position				
			<b>POLES</b>				
14-71			12 FT. FOR PMA				
14-149			25 FT. ALUM. F.C. TRANS. BASE				
14-163			25 FT. Concrete (IN LINE)				
14-163X			" " " (DEAD END)				
14-164			28 FT. " " "				
14-165			28 FT. " " (IN LINE)				
14-174			27 FT. " " Bolt Down				
14-450		31	16 FT. EMBEDDED BLK				
14-452			16 FT. " " SILVER				
14-454		9	12 FT. Anchor Base BLK.				
14-456			12 FT. " " SILVER				
14-452			9 FT. " " BLK				
14-470			30' " " UNDERSEAL				
14-472			30' " " O.H. ANCHOR				
14-476			24' " " " (DEAD END)				
14-478			35' " " UNDERSEAL				
14-479			35' " " 2-BKT				
14-479			35' " " 1-BKT				
14-490			35' " " TRANS. BASE				
14-491			TRANS. BASE - 35' P.C.G.				
14-495			50' ALUM. 3/4 TRANS. BASE				
14-496			TRANS. BASE - 50' P.C.G.				
		1	22' blk. alum. poles				
		7	TC 400 R luminaire				

53944 B

DATE

RECEIVED BY

WORK ORDER

DATE

ISSUED BY

## STREET LIGHTING ENGINEERING

Resolution number 156-81te Oct. 14, 1981

Bid Proposal

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		AMOUNT
				DOLS.	CENTS	DOLLARS
001	Install 16' blk. alum. embedded pole 4' deep with pole set	37	ea.	61	00	2,257.00
002	Install 22' blk. alum. embedded pole 4' deep with pole set	7	ea.	61	00	427.00
003	Install TC 100R Luminaire & lamp	46	ea.	31	00	1,426.00
004	Install TC 400R Luminaire & lamp	7	ea.	31	00	217.00
005	Install 12' Pedestal pole	9	ea.	38	00	342.00
006	Trench in earth - 20" deep	2,939	L.F.	1	50	4,483.50
007	Trench in asphalt - 18" deep	1,050	L.F.	2	50	2,625.00
008	Bore or push 1½" tubing under drives streets, walks, trees, alleys, etc.....	2,316	L.F.	3	20	7,411.20
009	Install 1" conduit in trench	1,050	L.F.	0	50	525.00
010	Install 2/C and/or 1/C #4 aluminum wire in trench or conduit	6,635	L.F.	0	25	1,658.75
011	Install 1.5' x 1.5' x 4.0' concrete foundation with anchor bolts & grounding	9	ea.	100	00	900.00
012	Remove & Replace curbface walk	600	sq. ft	2	50	1,500.00
013	Asphalt patching	31	ton	60	00	1,860.00
014	Fine grading, seeding & mulch	3,110	L.F.	0	25	777.50
015	Install 10' riser section	5	ea.	40	00	200.00
	TOTAL BID					25,609.95
	* Proposed starting date:					
	* Proposed completion date:					

7/3/81  
 10/11/81





# The City of Fort Wayne

TO ALL CONTRACTORS WITHIN THE CITY LIMITS OF FORT WAYNE

Gentlemen:

The City of Fort Wayne Street Department has advised the Fort Wayne Board of Works the third truck Street Department crews are spending approximately 50% of their time re-erecting barricades placed on various projects throughout the City. This responsibility of maintaining construction signs, barricades, etc., belongs entirely with the contractor.


Please refer to the attached copy of the City of Fort Wayne application for permit to cut into Fort Wayne streets, whereby the contractor is responsible to erect and maintain all necessary barricades. The City makes reference to The Indiana Manual on Uniform Traffic Devices for Highway Construction and Maintenance Operation; Indiana State Highway Commission -- date, 1975.

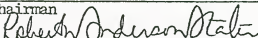
Maintaining these signs shall include necessary stabilizing of the signs whether this be accomplished by embedding the legs of the sign in the street or using sandbags as ballast on the lower crossarms or legs of the signs. Other procedures of installing ballast on signs may be devised by the contractor, however, under no circumstances, shall sandbag ballast be placed on the top of barricades. This has been determined as a hazard to the driving public. Should one of the signs be hit by a car, the sandbag could very well fly through the windshield of the car causing serious injury.

Effective January 1, 1978, a form will be included in bid documents requiring contractors to list name(s) and telephone number (s) of those responsible for maintaining barricades at all hours for each project.

If, after notification by City, contractor's representative does not immediately correct barricade problem and City must perform this work, a charge will be made against contractor.

THE FORT WAYNE BOARD OF PUBLIC WORKS

  
Chairman

  
Member

  
Member

JG  
Attachment



STREET BARRICADE MAINTENANCE INFORMATION

Listed below are the names and telephone numbers of the persons responsible for the maintenance of the barricades necessary for the duration of this contract.

NAME

TELEPHONE NUMBER

Curtis P. Ranes

(219) 486-3348

T & F Construction Corp. of Indiana  
Contractor

Resolution No. 156-81

TO BE EXECUTED BY BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER'S BOND

Know All Men By These Presents:

That we T & F Construction Corp. of Indiana

as principal and Fidelity and

Deposit Company of Maryland and

as Sureties, are held and firmly bound unto the City of Fort Wayne, Indiana in the sum of Ten Percent (10%) of Amount Bid Dollars (\$ ) to be paid to the said City of Fort Wayne, Indiana, or its successors or assigns, for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

Signed and sealed at Richmond, Indiana this 14th day of October, 19 81.

The condition of this obligation is such that if the accompanying bid or proposal of T & F Construction Corp. of Indiana made this day to the City of Fort Wayne, State of Indiana, is accepted, and the contract awarded to the above bidder, and the bidder shall, within ten (10) days after such award is made, enter into contract with the City of Fort Wayne, State of Indiana, for the work bid upon, and give bond as required: then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed at Richmond, Indiana this 14th day of October, 19 81.

T & F Construction Corp. of Indiana

Fidelity & Deposit Co. of Maryland

J. L. Taber  
J. L. Taber Principal President

Dorothy Jean Ellis  
Surety  
Dorothy Jean Ellis Attorney-in-Fact

## FIDELITY AND DEPOSIT COMPANY. OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

Sec. 2. The President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto.

does hereby nominate, constitute and appoint Vernon Matherly, Lynwell L. Case, Jerry J. Dils, Robert W. Robbins, Russell L. Turner, Gregory K. Dils, Earl L. Channess, Dorothy Jean Ellis, Janet L. Turner, David M. Matherly, all of Richmond, Indiana, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes those issued on behalf of Vernon Matherly, et al, dated, September 27, 1979 and on behalf of Jerry J. Dils, et al, dated, November 26, 1979.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of February, A.D. 1981.



ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C W Robbins

C M Pecot, Jr.

Assistant Secretary

By Vice-President

STATE OF MARYLAND } ss:  
CITY OF BALTIMORE

On this 10th day of February, A.D. 1981, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



Notary Public Commission Expires July 1, 1982

## CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, when appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 14th day of October, 1981.

Assistant Secretary

NOTE I. If the bidder is a corporation, it is incorporated under the laws of the State of \_\_\_\_\_.

If the bidder's proposal is accepted, the contract will be signed by:

\_\_\_\_\_  
TITLE:

\_\_\_\_\_  
TITLE:

NOTE II. Use this form if cashier's or certified check accompanies bid:

Enclosed herewith find cashier's or certified check for \$ \_\_\_\_\_, being 10% of the maximum bid herein, made payable to:

\_\_\_\_\_  
Name of Officer and Municipality

the proceeds of which are to remain the absolute property of said \_\_\_\_\_

\_\_\_\_\_  
Municipality If \_\_\_\_\_  
Bidder

shall not within \_\_\_\_\_ days after notice of acceptance of the within bid, enter into a written contract, and secure said contract by a bond for the full amount of the contract to the approval of the proper officials of said \_\_\_\_\_

\_\_\_\_\_  
Municipality

NOTE III. Use this form if bidder's bond accompanies bid:

Enclosed herewith find a bidder's bond in an amount equal to ten (10) percent of maximum bid herein, subject to the approval of the Board of Public Works, conditioned as follows: that if the Board of Public Works shall award T & F Construction Corp. of Indiana the contract for said work, and if T & F Construction Corp. of Indiana shall enter into a contract and furnish a 100% performance bond as required within 10 days from the date he is notified of the acceptance of his bid, then the obligation of said bond shall be null and void, otherwise to remain in full force and effect.

## NON-COLLUSION AFFIDAVIT

The bidder, by its officers and

All

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

T &amp; F Construction Corp. of Indiana

*J. L. Taber*

J. L. Taber

President

Subscribed and sworn to before me by J. L. Taber  
this 14th day of October, 19 81.

*Bonita J. Kerney*

Notary Public Bonita J. Kerney

My Commission Expires: May 7, 1983 Resident of Wayne County

Subscribed and sworn to before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Notary Public  
My Commission Expires: \_\_\_\_\_ Resident of \_\_\_\_\_ County

Subscribed and sworn to before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Notary Public  
My Commission Expires: \_\_\_\_\_ Resident of \_\_\_\_\_ County

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, V. L. Miller, the Secretary  
(Name)

Treasurer of T & F Construction Corp. of Indiana  
(Position) (Company)

hereby certify:

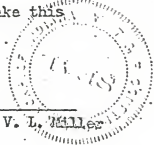
(1) That the Financial Statement of said company,  
dated the 31st day of October, 1980, now on  
file in the office of the Board of Public Works of the City  
of Fort Wayne, Indiana, which Financial Statement is by ref-  
erence incorporated herein and made a part hereof, is a true  
and correct statement and accurately reflects the financial  
condition of said company as of the date hereof;

(2) That I am familiar with the books of said company  
showing its financial condition and am authorized to make this  
certificate on its behalf.

Dated: October 14, 1981

V. L. Miller

(Signature) V. L. Miller



SUBSCRIBED AND SWORN TO before me, a Notary Public in and  
for said County and State, this 14th day of October,  
19 81.

Bonita J. Kerney  
Bonita J. Kerney

My commission expires:

Resident of Wayne Cour

May 7, 1983

CERTIFICATE IN REGARDS OF  
EQUAL EMPLOYMENT STATEMENT AND  
AFFIRMATIVE ACTION PROGRAM

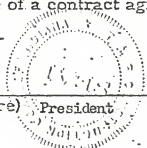
I J. L. Taber, the President, of T & F Construction Corp.  
(name) (position) (company)  
of Indiana

hereby certify:

- (1) That the Equal Employment Statement and the Affirmative Action Program of said company, dated the 28th day of May, 1981, is now on file with the Equal Employment Opportunity Office of the City of Fort Wayne, Indiana.
- (2) That the Equal Employment Statement and the Affirmative Action Program has been approved by the Equal Employment Opportunity Officer of the City of Fort Wayne, Indiana.
- (3) That said company is/is not Signatory to the Fort Wayne and Area Plan either by direct agreement to the Plan or by virtue of a contract agreed with a Union that is signatory to the Plan.

Dated: October 14, 1981  
State of Indiana  
County of Allen

J. L. Taber  
J. L. Taber (signature) President



Bonita J. Kerney  
Bonita J. Kerney Notary

My commission expires:

Seal:

May 7, 1983

Resident of Wayne County

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

- a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:
  - (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
  - (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
  - (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
  - (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;
  - (5) the following practices are not included in the meaning of "discrimination":
    - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,



- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.
- b. The term "handicap" means and includes:
- (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
  - (2) a record of such an impairment, and includes,
  - (3) a person who is regarded as having such an impairment; provided that,
  - (4) this term does not include drug or alcohol abuse or addiction..
- c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.
- d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter which the Metropolitan Human Relations Commission has no jurisdiction the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10. per day, per violation, nor more than one thousand dollars (\$1,000.00 per day, per violation. Each day on which a continuing violation exists shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all mon due or to become due thereunder may be forfeited, for a second or an subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section. 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federal

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(a) Every contract or agreement for assistance or other direct financial assistance in aid of housing urban planning, development, redevelopment, or renewal, public or community facilities and new community development, entered into by the Department of Housing and Urban Development with respect to a section 3 covered project shall contain provisions requiring the applicant or recipient to carry out the provisions of section 3, the regulations set forth in this part, and any applicable rules and orders of the Department issued thereunder prior to approval of its application for assistance for a section 3 covered project.

(b) Every applicant, recipient, contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a section 3 covered project, the following clause (referred to as a section 3 clause):

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR and all applicable rules and orders of the Department issued the

prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding. If any, a notice advising the said labor organization or workers' representative of his commitments under this section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The contractor will include this section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR \_\_\_\_\_. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR \_\_\_\_\_ and will not let any subcontractor unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of section 3, the regulations set forth in 24 CFR \_\_\_\_\_, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fu

these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR \_\_\_\_\_. 135.



AFFIRMATIVE ACTION PROGRAM\*

IMPLEMENTING

SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT  
OF 1968

EMPLOYMENT OPPORTUNITIES FOR BUSINESSES  
AND LOWER INCOME PERSONS  
IN CONNECTION WITH  
HUD-ASSISTED PROJECTS

<p>CONTRACTOR'S NAME</p> <p>T &amp; F Construction Corp. of Indiana</p>	<p>PROJECT NAME</p> <p>West Central Area Phase B</p>
<p>ADDRESS - ZIP CODE</p> <p>P.O. Box 27 Hagerstown, Indiana 47346</p>	<p>PROJECT NUMBER</p> <p>Resolution Number 156-81</p>
<p>EEO OFFICER</p> <p>Leon B. Taber Executive Vice President</p>	<p>PROJECT LOCATION (CITY, COUNTY, STATE)</p> <p>Fort Wayne (Allen) Indiana</p>
<p>AREA CODE - PHONE NUMBER</p> <p>(317) 489-4538</p>	<p>CONSTRUCTION STARTING &amp; COMPLETION DATE (PROJECT STARTING &amp; COMPLETION DATE)</p> <p>Seven (7) Days After Notification Approximately: November 16, 1981 thru February 26, 1982</p>

I. Determination of Project Area Boundaries

A. Address of Proposed Project:

West Central Area Phase B  
(Street)

Fort Wayne, Indiana  
(City or Township)

Allen  
(County)

B. Below, indicate whether this project is located in an Urban Renewal Area, Neighborhood Development Program Area, Model Cities Area, Metropolitan Development Plan Area or an Indian Reservation.

Yes Neighborhood Development Program Area  
(specify)

If yes, the project area for purposes of this Section 3 Affirmative Action Plan is coextensive with boundaries of the Urban Renewal, NDP, Model Cities, Metropolitan Plan or Indian Reservation boundaries. (Exception 701 Projects.)

If no, specify the smallest political jurisdiction within which the project is located (i.e., township, city, village, county, etc.)

(specify)

The project area for purposes of this Section 3 Affirmative Action Plan is coextensive with the political jurisdiction specified above.

C. Based on the information given in Columns 1, 2, and 3 (Table B), and the availability of eligible business concerns within the project area doing business in professions or occupations identified, set forth your goals for the number of contracts to be awarded to eligible project area businesses in Column 4, and for the approximate dollar amount to be awarded to project area businesses in Column 5. Eligible project area businesses will be utilized to the greatest extent feasible.

J. To list on Table C, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

As officers and representatives of T & F Construction Corp. of Indiana (name of contractor) we, the undersigned have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

J.L. Taber  
Signature J. L. Taber

President  
Title

October 14, 1981  
Date

V.L. Miller  
Signature V. L. Miller

Secretary-Treasurer  
Title

October 14, 1981  
Date

## II. Specific Affirmative Action Steps

T & F Construction Corp. of Indiana (name of contractor) agrees to implement the following affirmative action steps directed at increasing the utilization of lower income residents and project area businesses.

- A. To ascertain from the HUD Area Office Director the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials of the Department in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from the appropriate areas the necessary number of low income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- \*D. To insert this affirmative action plan in all bid documents, to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish those goals.
- \*E. To insure that contracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns notified of pending contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 affirmative action plan.

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\* Loans, grants, contracts and subsidies for less than \$10,000 will be exempt

### PROPOSED CONTRACTS BREAKDOWN

[illegible]

T &amp; F Construction Corp. of IN. COMPANY

West Central Area Phase B . PROJECT NAME

156-81 PROJECT NUMBER

L. B. Taber EEO OFFICER (SIGNATURE)  
L. B. Taber

October 14, 1981 DATE

# ESTIMATED PROJECT WORKFORCE BREAKDOWN

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATE POSITIONS	NO. POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH L.I.P.A.R.
OFFICERS/ SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/ RENTAL/MANAGEMENT				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS				
TRADE	International Brotherhood of Electrical Workers Local #1393			
JOURNEYMEN	4	4	-0-	-0-
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				
TRADE				
JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				
TRADE				

# ESTIMATED PROJECT WORKFORCE BREAKDOWN (CONTINUED)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATE POSITIONS	NO. POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH L.I.P.A.R.*
JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				
TOTAL				

\* LOWER INCOME PROJECT AREA RESIDENTS.  
INDIVIDUALS RESIDING WITHIN THE SECTION 3  
DETERMINED PROJECT AREA BOUNDARIES WHOSE  
FAMILY INCOME DOES NOT EXCEED 90% OF THE MEDIAN  
INCOME IN THE STANDARD.

T & F Construction Corp. of Indiana  
COMPANY



APPROVAL

## SUGGESTED FORMAT

## CONTRACTOR'S LIST OF FEDERAL AND NON-FEDERAL WORK IN BID CONDITION AREAS

BID CONDITION AREA Fort Wayne CONTRACTOR'S NAME & NUMBER T & F Construction Corp. of Indiana

## I. FEDERALLY-ASSISTED CONTRACTS

POSSIBLE FEDERAL AGENCY	PROJECT NAME & LOCATION*	CONTRACT/PROJECT NUMBER	DOLLAR AMOUNT	PERCENT COMPLETE	PROJECTED COMPLETION DATE
Fort Wayne Community Development and Planning	West Central Area Fort Wayne, Indiana	Resolution No. 155-81	\$40,173.75	5%	December 15, 1981
II. NON-FEDERAL CONTRACTS					

PROJECT NAME & LOCATION*	CONTRACT/PROJECT NUMBER	DOLLAR AMOUNT	PERCENT COMPLETE	PROJECTED COMPLETION DATE
Street Lighting Unit Price and Maintenance Contract Fort Wayne, Indiana	Resolution No. 446-80	Unit Price Contract	N/A	August 31, 1982
Harrison Hill Addition Fort Wayne, Indiana	Resolution No. 5907-81	\$418,817.90	25%	October 31, 1982

## AFFIRMATIVE ACTIONS STANDARDS

Contractors covered by the Notice and Specifications shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with the affirmative actions standards shall be based upon its effort to achieve maximum results from its actions. The Contractor shall be required to provide documentary evidence of its efforts to implement each of the sixteen affirmative action steps specified in the Specifications. Listed below are the sixteen essential affirmative action steps, the efforts required to implement them, and the records which should be maintained to document the Contractor's efforts.

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

### To Demonstrate Compliance:

- Have copies of memoranda to supervisory staff, minutes or notes of staff meetings or EEO Officer's meetings with supervisors to inform them of the Contractor's obligation to maintain a working environment free of harassment, intimidation and coercion and to, where possible, assign two or more women to each construction project. Monitoring of work environment by EEO Officer.
2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organizations' responses.

To Demonstrate Compliance:

Have a current listing of recruitment sources for minority and female craft workers. Have copies of recent letters to community resource groups or agencies specifying the Contractor's EEO policy, the general nature of the Contractor's employment opportunities and the procedures one should follow when seeking employment. Note the responses received and results on the bottom or reverse side of the letters or establish a follow-up file for each organization notified.

3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor, by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

To Demonstrate Compliance:

Have a file of the names, addresses, telephone numbers and craft of each minority and female applicant showing (a) the date of contract and whether the person was hired, if not, the reason, (b) if the person was sent to a union for referral and what happened, and (c) follow-up contacts when the Contractor was hiring.

4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

To Demonstrate Compliance:

Have copy of letters sent to verify claim that the union is impending the Contractor's efforts to comply.

5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of those programs to the sources complied under Item 2 above.

To Demonstrate Compliance:

Have records of contributions in case, equipment supplied and/or Contractor personnel provided as instructors for Bureau of Apprenticeship and Training approved or Department of Labor funded training programs and records of the hiring and training of minorities and females from such programs. Copies of letters informing minority and female recruitment sources/schools of these programs.

6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its BBO EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

To Demonstrate Compliance:

Have a written EEO policy which includes the name and how to contact the Contractor's EEO Officer and (a) include the policy in any company policy manuals, (b) post a copy of the policy on all company bulletin boards; (in the office and on all job sites), (c) record such as reports or diaries, etc., that each minority and female employee is aware of the policy and that it has been discussed with them, (d) that the policy has been discussed regularly at staff meetings, (e) copies of newsletters, annual reports which include the policy, and (f) copies of letters to unions and training programs requesting their cooperation in assisting the Contractor to meet its EEO obligations.

7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

To Demonstrate Compliance:

Have written records (memoranda, diaries, minutes of meetings) identifying the time and place of meeting, persons attending, subject matter discussed, and disposition of subject matter.

8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

To Demonstrate Compliance:

Have copies of (a) letters sent, at least every six months or at the start of each new major contract, to all recruiting sources (including labor unions and training programs) requiring compliance with the policy, (b) advertising which has the EEQ "tagline" on the bottom, and (c) letters to all subcontractors and suppliers at least at the time the subcontract; etc., is signed requiring compliance with the policy.

9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings; screening procedures, and tests to be used in the selection process.

To Demonstrate Compliance:

Have a written record of contacts (written, telephone calls, or personal meetings), with minority and female community organizations and recruitment sources (Item 2), schools and training organizations specifying the date(s), individual(s) contacted, the results of the contact and any follow-up. Have copies of letters sent to the above at least one month prior to acceptance of applications for training (apprenticeship or other) describing the openings, screening procedures, and tests to be used in the selection process.

10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

To Demonstrate Compliance:

Have copies of diaries, telephone logs or memo indicating contact (written or oral) with minority and female employees requesting their assistance in recruiting other minority persons and women and record results. If the Contractor normally provides after school, summer and vacation employment, have copies of letters to organizations under Item 9 describing after school, summer or vacation employment opportunities and have responses received and results noted on letters or in a follow-up file.

11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

To Demonstrate Compliance:

Have evidence in the form of correspondence, certificates, etc., that all tests, interviews and selection procedures, etc., used by the Contractor, a craft union, or Joint Apprenticeship Committee meet the requirements in the OFCCP testing and selection guidelines.

12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

To Demonstrate Compliance:

Have written Records (memo, letters, personnel files, etc.), that the company makes annual reviews of minority and female personnel for promotional opportunities and notifies these employees of training opportunities (formal or on-the-job) and encourages their participation.

13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.



To Demonstrate Compliance:

Have evidence (letters, memos, personnel files, reports) that:  
(a) the activity under Item 12, above, has been carried out,  
(b) any collective bargaining agreements have an EEO clause and the provisions do not operate to exclude minorities and women, (c) the EEO Officer reviews all monthly workforce reports, hiring and terminations, and training provided on-the-job, (d) the EEO Officer's job description identifies his/her responsibility for monitoring all employment activities for discriminatory effects, and (e) the Contractor has initiated corrective action whenever the Contractor has identified a possible discriminatory effect.

14. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

To Demonstrate Compliance:

Have incorporated the "Certification of Non-Segregated Facilities" from the Contractor's Federally-involved contract documents into all subcontracts and purchase orders; have records that announcements of parties, picnics, etc., have been posted and have been available to all employees; have records that all employment benefits have been offered to all employees; have written copies of contacts (written or verbal) with supervisory staff regarding the provision of adequate toilet and changing facilities to assure privacy between the sexes.

15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

## TOTAL WORKFORCE BREAKDOWN

PROJECT NO. 156-81  
 West Central Area Phase B  
 Fort Wayne, Indiana

Contractor and E.E.O. Officer	* Trades Employed	Work Force	Total	** N	I	O	S
T & F Construction Corp. Leon B. Taber Executive Vice President	I.B.E.W. Local Union 1393	Foremen	2				
		Journeyman	5				
		Apprentices					
		Trainees					
		Laborers					
	Laborer's International Union of North America Local #213	Foremen	1				
		Journeyman					
		Apprentices					
		Trainees					
		Laborers	9	2			1
		Foremen					
		Journeyman					
		Apprentices					
		Trainees					
		Laborers					
		Foremen					
		Journeyman					
		Apprentices					
		Trainees					
		Laborers					
		Foremen					
		Journeyman					
		Apprentices					
		Trainees					
		Laborers					

\* List Trades Separately, I.E.: Carpenters, Laborers, Plumbers, ETC.  
 \*\* N - Negro I - Indian O - Oriental S - Spanish Speaking

October 14, 1981

FEDERAL LABOR STANDARDS PROVISIONS

1. APPLICABILITY

The Project or Program to which the work covered by this Contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

2. MINIMUM WAGE RATES FOR LABORERS AND MECHANICS

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Local Public Agency or Public Body for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

3. UNDERPAYMENTS OF WAGES OR SALARIES

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the Local Public Agency or Public Body in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Local Public

Agency or Public Body may consider necessary to pay such laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the Local Public Agency or Public Body, for and on account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

#### 4. ANTICIPATED COSTS OF FRINGE BENEFITS

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this Contract: Provided, however, the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Local Public Agency or Public Body with the first payroll filed by the Contractor subsequent to receipt of the findings.

#### 5. OVERTIME COMPENSATION REQUIRED BY CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (76 Stat. 357-360: Title 40 U.S.C., Sections 327-332)

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 8 hours in any calendar day or in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such work week, as the case may be.

(b) Violation: liability for unpaid wages liquidated damages. In the event of any violation of the clause set forth in paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in paragraph (a), in the sum of \$10 for each calendar day on which such employee was required or permitted to work

in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a).

(c) Withholding for liquidated damages. The Local Public Agency or Public Body shall withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph (b).

(d) Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in paragraphs (a), (b), and (c) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

#### 6. EMPLOYMENT OF APPRENTICES/TRAINEEES

- a. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (b) of this subparagraph or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to

furnish to the contracting officer or a representative of the Wage-Hour Division of the U. S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

- b. Trainees. Except as provided in 29 CFR 5.15 trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification, by the U. S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U. S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- c. Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

7. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

8. REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT"

The Contractor shall comply with the applicable regulations (a copy of which is attached and herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948: 62 Stat. 862; Title U.S.C., Section 874; and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

9. EMPLOYMENT OF LABORERS OR MECHANICS NOT LISTED IN AFORESAID WAGE DETERMINATION DECISION

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to the wage determination by the Local Public Agency or Public Body, and a report of the action taken shall be submitted by the Local Public Agency or Public Body, through the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Local Public Agency or Public Body shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for final determination.

10. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES

The Local Public Agency or Public Body shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Local Public Agency or Public Body, shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for determination.



11. POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE

The applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of said Secretary of Labor with respect to the various classification of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of the work.

12. COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

13. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the Local Public Agency or Public Body for referral by the latter through the Secretary of Housing and Urban Development to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

14. QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the aforesaid Davis-Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

15. PAYROLLS AND BASIC PAYROLL RECORDS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be

shall submit weekly to the Local Public Agency or Public Body, the certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of 3 years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the types described in Section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor or subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the Local Public Agency or Public Body, and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

#### 16. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

The transporting of materials and supplies to or from the site of the Project or Program to which this Contract pertains by the employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Program to which this Contract pertains by persons employed by the Contractor or by any subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor Standards Provisions are applicable.

#### 17. INELIGIBLE SUBCONTRACTORS

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted.

without the Local Public Agency of the subcontractor. The Local Public Agency or Public Body approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor or the Secretary of Housing and Urban Development, to receive an award of such subcontract.

#### 18. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consistent with these Federal Labor Standards Provisions and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

#### 19. BREACH OF FOREGOING FEDERAL LABOR STANDARDS PROVISIONS

In addition to the causes for termination of this Contract as herein elsewhere set forth, the Local Public Agency or Public Body reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS  
SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED  
PURSUANT THERETO BY THE SECRETARY OF LABOR,  
UNITED STATES DEPARTMENT OF LABOR

TITLE 18, U.S.C., section 874

(Replaces section 1 of the Act of June 13, 1934 (48 Stat. 948, 40 U.S.C.,  
sec. 276b) pursuant to the Act of June 25, 1948, 62 Stat. 862)

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948, 62 Stat. 862,  
63 Stat. 108, 72 Stat. 967, 40 U.S.C., sec. 276c)

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall apply to such statements.

---X X X---

Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part 3. The term "this part," as used in the regulations hereinafter set forth, refers to Part 3 but above mentioned. Said regulations are as follows:

TITLE 29 -- LABOR

Subtitle A -- Office of the Secretary of Labor

PART 3--CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN  
WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Section 3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally-aided construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14.

(e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

### Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, rail ways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction," "prosecution," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

### Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, preservation, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH-317, "Statement of Compliance", or on an identical form on the back of WH-317, "Payroll (For Contractors) (Optional Use)" or on any form with identical wording. Sample copies of WH-317 and WH-317 may be obtained from the Government Contracting or Sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 F.R. 95, Jan. 4, 1964, as amended at 33 F.R. 10186, July 17, 1968]

#### Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under § 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll record for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

#### Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when such or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaberation exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either: from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (3) the deductions shall serve the convenience and interest of the employee.*

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employer to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employer for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employer for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.*

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under § 516.27 (a) of this title shall be kept.

#### Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under § 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

### Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under § 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

- (a) The application shall be in writing and shall be addressed to the Secretary of Labor.
- (b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.
- (c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of § 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
- (d) The application shall include a description of the proposed deductions, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
- (e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

### Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of § 3.6, and shall notify the applicant in writing of his decision.

### Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under § 3.6 are prohibited.

### Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

### Section 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with each of the regulations in this part as may be applicable. In this regard, see § 5.5 (c) of this subtitle.



CONTRACTOR'S CERTIFICATION  
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

3. (Appropriate Recipient):

City of Fort Wayne, Indiana  
Community Development & Planning

DATE

October 14, 1981

PROJECT NUMBER (If any)

Resolution No. 156-81

PROJECT NAME

West Central Area Phase B

c/o Dianne Hairston, Compliance Administrator  
Room 800, City-County Building  
Fort Wayne, Indiana 46802

1. The undersigned, having executed a contract with City of Fort Wayne, Indiana  
for the construction of the above-identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract;  
(b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

- (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(c));  
(b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

- (a) The legal name and the business address of the undersigned are:

T & F Construction Corp. of Indiana  
P.O. Box 27, Hwy. 38 West  
Hagerstown, Indiana 47346

- (b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP

(3) A CORPORATION ORGANIZED IN THE STATE OF

Indiana

(2) A PARTNERSHIP

(4) OTHER ORGANIZATION (Describe)

- (c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME

TITLE

ADDRESS

J. L. Taber

President

R. R. #2  
Hagerstown, Indiana 47346

L. B. Taber

Exec. Vice President

R. R. #2  
Hagerstown, Indiana 47346

R. E. Moffett

Vice President

575 N. Washington  
Hagerstown, Indiana 47346

R. H. Grader

Vice President

1111 Brentwood  
Muncie, Indiana 47305

V. L. Miller

Secretary-Treasurer

R. R. #2  
Cambridge City, Indiana 47327

NAME	ADDRESS	NATURE OF INTEREST
None		

(c) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (If none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION
None		

T & F Construction Corp. of Indiana  
(Contractor)

Date October 14, 1981

By

V. L. Miller  
V. L. Miller, Secretary-Treasurer

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever, . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

DECISION NO. IN80-2015

## POWER EQUIPMENT OPERATORS (CONT'D)

1. Motor - Mixers 145 Capacity or Less; Trench Machine Cutting 34" and under; Farm Tractor with less than Half Yard Bucket and Other Attachments Except Back Hoe; Truck Crane; Oilier; Power Subgrader Bull Float; Form Grader; Finishing Machine; Pavement Breaker; Rock Crushers; One Drum Machine; One Air Compressor; Concrete Pump; Gunite Machine; Air Tuggers; Truck Crane Drivers; House Erectors When Used for Hoisting Material; Two to Four Generators or Welding Machines; Mechanized Heaters Irrespective of Motor Power When Used for Temporary Heat; Small Rollers on Earth; Engine Tenders; Wagon Drills; Flexplane; Conveyor; Two to Four Water Pumps; Siphon and Pulsonator; Distributor Operator on Trucks; Tamper; Power Broom; Post/Hole Digger; Self-Propelled Concrete Saw; Striping Machine (Motor Driven); Form Tamper; Seaman Tiller; Bulk Cement Plant Equipment Greaser; Track Jack; Mud Jack; Concrete Buggies Motor Driven; Oilers; Barrel Type Mixer; One Welding Machine or One Water Pump; Air Valves or Steam Valves from Plant; Concrete Mixers Without Skip; Curing Machine; Concrete & Blacktop Curb Machine; Deck Hands

Cranes with Booms from 145 ft. to 199 ft. Including Jib Receive Additional \$.75 Per Hour

Cranes with Booms over 199 ft. Including Jib Receive Additional \$1.25 Per Hour

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (7B CBA, 5.5 (a) (i), (ii)).

DIRECTOR'S OFFICE  
MAY 18 1981

Modification No. 1, dated May 2, 1980  
Modification No. 2, dated June 13, 1980

## SUPERSEDED DECISION

STATE: Indiana

DECISION NUMBER: IN80-2015

Supersedes Decision No.: IN79-2060, dated June 22, 1979 in PR 36681

DESCRIPTION OF WORK: Heavy and Highway Construction Projects

COUNTIES: \*See below

DATE: Date of Publication

\*Statewide, except Lake,  
LaPorte, Porter and St.  
Joseph Counties

## CARPENTERS:

Jasper, Newton and Starke  
Counties

Elkhart County ~~LaPorte~~ 2

Bartholomew (Camp Atter-  
bury), Boone, Fountain,  
Hamilton, Hancock, Hend-  
ricks, Johnson (except  
Edinburg), Marion, Mon-  
tgomery, Morgan (except  
Washington), Parke (ex-  
cept portion lying west  
of a line south and north  
running through Jessup,  
Rosendale, Carbondale,  
and Poland), Putnam,  
Vermillion (north of the  
south city limits of  
Summit Grove) and Warren  
Counties

Remainder of State of  
Indiana

## CEMENT MASONS:

Adams, Allen, DeKalb,  
Hobbs, Steuben and Whit-  
ley Counties

Brown, Jackson, Jefferson,  
Jennings, Lawrence, Orange

Scott & Washington Cos.  
Benton (Eastern 2/3),

Carroll, Cass, Clinton,  
Fountain (Eastern 1/3),

Howard, Jasper (South-  
eastern 2/3), Miami, Mont-  
gomery, Newton (South-  
eastern 2/3), Tippecanoe,  
Warren (Eastern 2/3), & White Cos.

Base Hourly Rates	Fringe Benefits Payments			Education and/or App. Tr.
	H & W	Pensions	Vacation	
13.53 <del>11.45</del>	.75 <del>.60</del>	.82 <del>.50</del>		.15 <del>.07</del>
12.80	.75	.70		.08
11.93	.70	.70		.05
10.85	.75	.60		.02
11.00				
10.75	.60	.75		

Jasper (Northeastern portion of Co. west to, but not including Wheatfield), Pulaski (Northern 2/3 of Co.), & Starke Counties  
 Fulton, Marshall & Pulaski (S) Counties  
 Blackford, Delaware, Grant, Huntington, Jay, Randolph, Wabash, & Wells Counties  
 Clark, Floyd, & Harrison Counties  
 Elkhart, Kosciusko & LaGrange Counties  
 Boone, Hamilton (Southern 1/2 of Co., North to the new Rte. Indiana Hwy 132 incl. Noblesville), Hancock (Southern & Western part, north to but not incl. Wilkinson & east to, but not incl. Fortville), Hendricks, Johnson, Marion & Morgan (Northern 1/2 of Co.) Counties  
 Crawford, Dubois, Perry, Posey, Spencer, Vanderburgh, & Warrick Cos.  
 Greene & Sullivan Cos.  
 Hamilton (Northern 1/2 of Co.), Hancock (Eastern 1/2 of Co.), Henry, Madison & Tipton Cos.  
 Newton (Northern 1/3) Co.  
 Dearbur, Fayette, Franklin, Rush, Union & Wayne Cos.

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
12.75	1.00	1.00		.06
11.23	.85	.80		.04
10.75	.60	.00		
9.88	1.00	.70		.04
12.28		.30		.02
11.16	.75	.75		.04
12.30	.85	.65		
12.05	.06	1.00		.04
11.66	.65	.50		.08
11.42	.90	.60		.03
10.35		1.60		

Daviss, Gibson, Knox, Martin & Pike Cos.  
 Clay, Owen (extreme western part of Co.), Parke, Putnam, Vermillion, & Vigo Cos.

## INNONWORKERS:

Adams, Allen, Blackford, DeKalb, Delaware (Northeastern 1/3 of Co.), Grant (excluding S/W portion), Huntington, Jay, Kosciusko (SW portion incl. Warsaw), LaGrange (Eastern 1/2 of Co.), Noble, Randolph (N. part of Co. excluding Union City but including Winchester), Steuben, Wabash, Wells & Whitley Counties  
 Elkhart, Fulton, Kosciusko (Rem. of Co.), LaGrange (Western 1/2 of Co.), Marshall, Pulaski & Starke, Counties  
 Jasper (Northern 1/2 of Co.) & Newton Counties  
 Clark, Crawford, Floyd, Harrison, Jackson (Southern 1/2 of Co.), Jefferson, Jennings (Southern 1/2 of Co.), Lawrence (Southern 2/3 of Co.), Martin (Eastern 1/2 of Co.), Orange, Scott & Washington Counties  
 Marion County

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
11.05	.80	.80		
10.20	.60	.25		
12.35	1.00	1.70		.02
11.95	1.00	1.98		.03
13.62	.90	1.66		.09
12.00	1.40	1.45		.06
12.10	1.00	1.95		.05

	Basic Hourly Rates	Fringe Benefits Payments			Education and/or Appr. Tr.
		H & W	Pensions	Vacation	
Bartholomew, Boone (South-eastern 1/2 of Co.), Brown, Clinton (Eastern 1/3 of Co.), Decatur (Western 1/2 of Co.), Delaware (Southern 2/3 of Co.), Fayette (Western 1/2 of Co.), Franklin (NW 1/4 of Co.), Grant (SW portion), Hamilton, Hancock, Hendricks, Henry, Howard, Jackson (Northern 1/2 of Co.), Jennings (Northern 1/2 of Co.), Johnson, Lawrence (Northeastern 1/6 of Co.), Madison, Monroe, Morgan, Owen, Putnam (Eastern 1/2 of Co., excluding Greencastle), Rush, Shelby, & Tipton Counties	12.25	1.00	1.95		.05
Benton, Boone (Northwestern 1/2 of Co.), Carroll, Cass, Clinton (Western 2/3 of Co.), Fountain, Jasper (Southern 1/2 of Co.), Miami, Montgomery, Tippecanoe, Warren, & White Counties	12.24	1.00	1.65		.02
Fayette (Eastern 1/2 of Co.), Randolph (Rem. of Co.), Union (N 2/3 of Co.), & Wayne Counties	12.36	1.00	1.45		.06
Clay, Daviess, Greene, Knox, Lawrence (North-western 1/6 of Co.), Parke, Putnam (Western 1/2 of Co., including Greencastle), Sullivan, Vermillion, & Vigo Counties	11.85	1.00	2.30		.10
Dearborn, Decatur (Eastern 1/2 of Co.), Franklin (Remainder of Co.), Ohio, Ripley, Switzerland, & Union (Southern 1/3) Cos.	12.00	1.00	1.45		.03

## PAINTERS:

Adams, Allen, DeKalb, Grant, Huntington, LaGrange, Noble, Steuben, Wabash, Whitley & Wells (Northern 1/2 of Co. to & incl. Bluffton);  
 Brush, Paperhangers, Rollers & Tapers  
 Sandblasters; Spray  
 Bartholomew, Decatur, Jackson & Jennings Cos.:  
 Brush; Roller & Steel  
 Spray  
 Benton, Clinton, Fountain, Montgomery, Putnam (except City of Greencastle), Tippecanoe, & Warren Cos.:  
 Brush; Roller  
 Structural Steel  
 Sandblasting  
 Spray  
 Blackford, Cass, Delaware, Fulton, Howard, Jay, Madison, Miami, Tipton, & Wells (to the South city limits of Bluffton) Counties:  
 Brush  
 Spray  
 Boone, Hamilton, Hancock, Hendricks, Johnson, Marion, Morgan (North 1/2 of Co.) & Shelby Cos.:  
 Brush  
 Spray  
 Brown, Monroe, Morgan (excluding North 1/2 of Co.) & Owen Cos.:  
 Brush  
 Structural Steel  
 Spray

	Basic Hourly Rates	Fringe Benefits Payments			Education and/or Appr. Tr.
		H & W	Pensions	Vacation	
	9.90	.60	.85		.12
	10.90	.60	.85		.12
	9.45		.50		
	10.45		.50		
	11.25	.70			
	11.50	.70			
	12.25	.70			
	14.52	.70			
	10.80		.80		
	11.80		.80		
	11.24	.78	.48		
	12.24	.78	.48		
	8.90			.30	
	9.65			.30	
	9.90			.30	

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
Carroll, Jasper, Newton, & White Counties:					
Brush	12.65	.79	.60		.05
Sandblasting; Sign & Spray	13.40	.79	.60		.05
Clark, Crawford, Floyd, Harrison, Jefferson, Scott, & Washington Counties:					
Brush	9.03	.35	.20		.03
Spray	10.20	.35	.20		.03
Clay & Putnam (City of Greenscastle) Cos.:					
Brush; Drywall; Paperhang-					
er; Pointing & Taping	9.00				
Brush-Steel; Roller	9.50				
Brush-Swing Stage	10.05				
Spray	10.25				
Spray-Steel	10.50				
Sandblasting; Spray-Swing					
Stage	10.75				
Davies, Gibson & Knox Cos.					
Brush up to 30'	10.55	.55			
Brush over 30'	11.35	.55			
Spray up to 30'	11.55	.55			
Spray over 30'	12.35	.55			
Dearborn, Ohio, Ripley & Switzerland Counties:					
Brush; Roller; Wallwashing					
Drywall Taping & Finish;					
Paperchanging & Vinyl;					
Seamless Floors & Finish-					
ing Floors; Sanding	11.50				
Sandblasting & Steam Clean	11.50				
Spray; Epoxy	12.00				
Tanks, Elevators, Bridges,					
Steeple over 40 ft.	12.60				

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
Dubois, Perry, Pike, Posey, Spencer, Vanderburgh & Warrick Counties:					
Brush	13.05	.80	.40		
Spray	14.05	.80	.40		
Elkhart, Kosciusko, Marshall, Pulaski & Starke Counties:					
Brush	10.44		.40		15.00p/y
Drywall Taping & Finish; Paperhangers; Spray & Vinyl	10.34		.40		15.00p/y
Fayette, Franklin, Henry, Randolph, Rush, Union & Wayne Counties:					
Brush	9.35				
Sandblasting; Spray	10.35				
Structural Steel;					
Scaffold over 30 ft.	9.60				
Lawrence, Martin & Orange Counties:					
Brush; & Structural Steel	9.00				
Parke, & Vermillion Cos.:					
Brush	10.65			.50	
Spray	12.15			.50	
Greene, Sullivan & Vigo Counties:					
Brush	11.25				
Spray	12.25				
Structural Steel up to 30'	11.50				
Structural Steel 30' to 100'	12.25				
Structural Steel over 100'	13.25				

LABORERS: HEAVY & HIGHWAY  
CONSTRUCTIONGROUP 1  
GROUP 2  
GROUP 3  
GROUP 4  
GROUP 5

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or App. Tr.
9.00	.05	.75		.09
9.15	.05	.75		.09
9.20	.05	.75		.09
9.30	.05	.75		.09
9.05	.05	.75		.09

## LABORERS

GROUP 1 - Carpenter Tender; Chainman; Construction Laborers; Continuous Steel Rod or Mat Installer; Fence Erector; Grade Checker; Guard Rail Erector; Joint Man (Mortar, Mastic & all other Types); Lighting Installer; Lineman for Automatic Grade Haver or Paving Machine; Mortar Man; Multi-plate Erector; Rip-Wrap Installer; Road Marking & Delineation Laborer; Rodman; Setting & Placing of All Precast Concrete Products; Spraying of Epoxy, Curing compound or Like Material; Survey Crew Man; Wire Mesh Layer; Sign Installation, Including Supporting Structures

GROUP 2 - Air Tool, Power Tool, & Power Equipment Operator; Asphalt Lute Man; Asphalt Raker Man; Batch Truck Dumper; Cement Handler (Bulk or Bag Cement); Chain Saw Man; Concrete Conveyor Assembly Man; Concrete Puddler; Concrete Rubber; Concrete Saw Operator; Core Drill Operator; Hand Blade Operator; Hydro Seeder Man; Motor Driven Georgia Buggy Operator; Power Driven Compactor or Tamping Operator; Eye Level; Power Saw Operator; Pumpcrete Assembly Man; Sweel Applicator for Asphalt, Tarmac; Side Rail Setter - For Sidewalks, Side Ditches, Ruttin & Pavements; Spreader Box Tender; Straw Blower Man; Subsurface Drain & Culvert Pipe Layer; Transverse & Longitudinal Hand Bull Float Man; Bridge Hand Rail Erector; Laborers Instrument Man; Sereed Man or Sereed Man on Asphalt Paver; Rebar Installer; Sandblaster Man; Setting & Placing Prestressed or Precast Concrete Structural Members

GROUP 3 - Horizontal Boring & Jacking Man; Jackman & Sheetman; Pipe Grade Man; Winch & Windlans Operator

GROUP 4 - Conduit Installer; Cutting Torch Burner; Laser Beam Aligner; Welders (Electric or Oxy-Acetylene); Sewer Pipe Layer; Water Line Installer; Manhole Erector

GROUP 5 - Air Track & Wagon Drillman; Concrete Finisher; Dynamite & Powder Man

## LABORERS: SEWER, TUNNEL, &amp; WATER CONSTRUCTION

*See inside  
dtd 5-9-80*

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or App. Tr.
9.20	9.00	9.00	9.20	9.60
9.35	9.15	9.15	9.35	9.55
9.40	9.20	9.20	9.40	9.60
9.50	9.30	9.30	9.50	9.60
10.05	9.85	9.85	10.05	10.25
9.40	9.20	9.20	9.40	9.60
9.55	9.35	9.35	9.55	9.75
10.00	9.80	9.80	10.00	10.20
9.50	9.30	9.30	9.50	9.70

## ZONES

ZONE 1: Jasper, Lake, LaPorte, Newton, Porter, & Starke Counties  
(Excluded from this schedule)

ZONE 2: Elkhart & St. Joseph Counties

ZONE 2A: Kosciusko, LaGrange, & Marshall Counties

ZONE 3: Benton, Blackford, Boone, Carroll, Cass, Clinton, Delaware, Fayette, Fulton, Grant, Hamilton, Hancock, Henry, Howard, Jay, Madison, Miami, Montgomery, Pulaski, Randolph, Rush, Tippecanoe, Tipton, Union, Wayne, & White Counties

ZONE 4: Marion & Shelby Counties

ZONE 5: Bartholomew, Brown, Clark, Clay, Crawford, Daviess, Dearborn, Decatur, Dubois, Floyd, Fountain, Franklin, Gibson, Greene, Harrison, Hendricks, Jackson, Jefferson, Jennings, Johnson, Knox, Lawrence, Martin, Monroe, Morgan, Ohio, Orange, Owen, Parke, Perry, Pike, Posey, Putnam, Ripley, Scott, Spencer, Sullivan, Switzerland, Vanderburgh, Vermillion, Vigo, Warren, Warrick, & Washington Counties

## LABORERS (SEWER, TUNNEL, &amp; WATER CONSTRUCTION)

GROUP 1 - Carpenter Tender; Chainman; Construction Laborers; Continuous Steel Rod or Mat Installer; Fence Erector; Grade Checker; Guard Rail Erector; Joint Man (Mortar, Mastic & all other Types); Lighting Installer; Linemen for Automatic Grade Maker or Paving Machine; Mortar Man; Multi-plate Erector; Rip-Rap Installer; Road Marking & Delineation Laborer; Rodman; Setting & Placing of All Precast Concrete Products; Spraying of Epoxy, Curing compound or Like Material; Survey Crew Man; Wire Mesh Layer; Sign Installation, Including Supporting Structures

GROUP 2 - Air Tool, Power Tool, & Power Equipment Operator; Asphalt Lute Man; Asphalt Raker Man; Batch Truck Dumper; Cement Handler (Bulk or Bag Cement); Chain Saw Man; Concrete Conveyor Assembly Man; Concrete Puddler; Concrete Rubber; Concrete Saw Operator; Core Drill Operator; Hand Blade Operator; Hydro Seeder Man; Motor Driven Georgia Buggy Operator; Power Driven Compactor or Tamper Operator; Eye Level; Power Saw Operator; Pumpcrete Assembly Man; Sealer Applicator for Asphalt, Toxic; Side Rail Setter - For Sidewalks, Side Ditches, Radial & Pavements; Spreader Box Tender; Straw Blower Man; Subsurface Drain & Culvert Pipe Layer; Transverse & Longitudinal Hand Bull Float Man; Bridge Hand Nail Erector; Laborers Instrument Man; Screed Man or Screw Man on Asphalt Paver; Rebar Installer; Sandblaster Man; Setting & Placing Prestressed or Precast Concrete Structural Members

GROUP 3 - Horizontal Boring & Jacking Man; Jackman & Sheetman; Pipe Grade Man; Winch & Windlass Operator

GROUP 4 - Conduit Installer; Cutting Torch Burner; Laser Beam Aligner; Welders (Electric or Oxy-Acetylene); Sewer Pipe Layer; Water Line Installer; Manhole Erector

GROUP 5 - Air Track & Wagon Drillman; Concrete Finisher;

Dynamite & Powder Man

GROUP 6 - A. Bottom Man; Concrete Man

B. Concrete Headman

C. Miner or Header Man

D. Hucker & Tunnel Laborer

## LABORERS: SEWER, TUNNEL, &amp; WATER CONSTRUCTION

Basic Hourly Rates	Fringe Benefits Payments			
	H & V	Pensions	Vacation	Education and/or App. Tr.
Adams, Allen, DeKalb, Huntington, Noble, Steuben, Wabash, Wells, & Whitley Counties				
Air Tool Operators; Jack- hammers; Top Laborers;				
Well Point Leadman	9.00	.85	.75	.09
Pipelayer Tender	9.20	.85	.75	.09
Pipelayer	9.30	.85	.75	.09
Air Track Drillers; Wagon Drill Men; Dynamite Men; Powderman	9.85	.85	.75	.09
Free Air Tunnel & Caisson Work:				
Miners	9.80	.85	.75	.09
Muckers & Tunnel Laborers	9.25	.85	.75	.09
Bottom Men; & Concrete Men	9.30	.85	.75	.09



## POWER EQUIPMENT OPERATIONS

2 of 3

DECISION NO. INAO-2015  
 POWER EQUIPMENT OPERATIONS  
 Heavy & Highway Construction)

Adams, Allen, Benton, Blackford,  
 Carroll, Cass, Clinton, Dekalb,  
 Delaware, Fayette, Grant, Hamilton,  
 Hancock, Henry, Howard, Hunting-  
 ton, Jay, Johnson, Madison,  
 Marion, Miami, Randolph, Rush,  
 Shelby, Steuben, Tippecanoe, Tip-  
 ton, Union, Wabash, Wayne, Wells,  
 White, & Whitley Counties:

GROUP I \$12.44 .75 .65 .10  
 GROUP II 11.13 .75 .65 .10  
 GROUP III 10.46 .75 .65 .10  
 GROUP IV 9.29 .75 .65 .10

Elkhart, Fulton, Jasper, Koscius-  
 ko, LaGrange, Marshall, Newton,  
 Noble, Pulaski, & Starke, Cos.:

GROUP I 11.24 1.25 1.35 .08  
 GROUP II 9.93 1.25 1.35 .08  
 GROUP III 9.28 1.25 1.35 .08  
 GROUP IV 8.11 1.25 1.35 .08

Bartholomew, Brown, Clark,  
 Crawford, Dearborn, Decatur,  
 Dubois, Floyd, Franklin, Gibson,  
 Harrison, Jackson, Jefferson,  
 Jennings, Lawrence, Martin, Ohio  
 Grange, Perry, Pike, Posey,  
 Ripley, Scott, Spencer, Switz-  
 land, Vanderburgh, Warrick, &  
 Washington Counties:

GROUP I 12.36 .50 .80 .08  
 GROUP II 11.25 .50 .80 .08  
 GROUP III 10.58 .50 .80 .08  
 GROUP IV 9.41 .50 .80 .08

Hoone, Clay, Daviess, Fountain,  
 Greene, Hamilton, Knox, Monroe,  
 Montgomery, Morgan, Owen, Parke,  
 Putnam, Sullivan, Vermillion,  
 Vigo, & Warren Counties:

GROUP I 12.36 .75 .75 .08  
 GROUP II 11.05 .75 .75 .08  
 GROUP III 10.38 .75 .75 .08  
 GROUP IV 9.21 .75 .75 .08

Base Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
GROUP I	\$12.44	.75	.65	.10
GROUP II	11.13	.75	.65	.10
GROUP III	10.46	.75	.65	.10
GROUP IV	9.29	.75	.65	.10
GROUP I	11.24	1.25	1.35	.08
GROUP II	9.93	1.25	1.35	.08
GROUP III	9.28	1.25	1.35	.08
GROUP IV	8.11	1.25	1.35	.08
GROUP I	12.36	.50	.80	.08
GROUP II	11.25	.50	.80	.08
GROUP III	10.58	.50	.80	.08
GROUP IV	9.41	.50	.80	.08
GROUP I	12.36	.75	.75	.08
GROUP II	11.05	.75	.75	.08
GROUP III	10.38	.75	.75	.08
GROUP IV	9.21	.75	.75	.08

Group 1: Air Compressors in Handfold with throttle valve; Asphalt Plant  
 Engineer; Auto Grade or similar type machine; Auto Patrol; Backhoe on  
 Farm type Tractor, 45 H.P. and over; Ballast Regulator (R.R.); Alt-  
 uminous Mixer; Bituminous Paver; Bituminous Plant Engineer; Bull Dozer;  
 Calson Drilling Machine; Cherry Picker - 15 ton or over; Chip Spreader;  
 Concrete Mixer 21 cu. ft. or over; Core Drilling Machine; Crane or Derrick  
 with any attachment including clamshell, dragline, shovel, backhoe, etc.;  
 Dredge Engineer; Dredge Operator; Drilling Machine on which the drill is  
 an integral part; Earth Mover - rubber tired (paddle wheel, 619, 631, .  
 75-24 or similar type); Earth Mover, rubber tired - tandem (50 cents per  
 hour additional for each bowl); Elevating Grader; Fork Lift (10 ton or  
 over); P.C.C. Formless Paver; Gravel; Gravel Processing Plant (Portable);  
 Operator of Guard Rail Post Driver; Highlift Shovel - 1-1/2 cu. yd. or  
 over; Hoist (2 drums and over); Helicopter - Crawl; Hydraulic Boom Truck;  
 Keystone (Skimmer Scoop); Loader - self-propelled (Belt-chain Wheel);  
 Locomotive Operator; Mucking Machine; Panel Board Concrete Plant (Central  
 Mix type); Paver-Materializing; Pile Driver - Skid or Crawler; Road Paving  
 Mixer; Rock Breaking Plant; Rock Crushing Plant (portable); Roller -  
 Asphalt, Waterbound Macadam; Bituminous Macadam, Brick Surface; Roller with  
 Dozer Blade; Root Rake, Tractor Mounted; Self-propelled Widener; Stump  
 Remover, Tractor Mounted; Surface Heater and Planer; Tandem Push Tractor  
 (50 cents per hour additional); Tractor - Boom, Winch or Hoe Head; Tractor -  
 Push; Tractor Mounted Spreader; Tree Mover; Trench Machine (over 24");  
 Tug Boat Operator; Well Drilling Machine; Winch Truck with A-Frames; Tractor  
 with scoop

Group 2: Air Compressor with throttle valve or Clever Brooks type com-  
 bination; Backfiller; Back Hoe on Farm type Tractor, under 45 H.P.; Bull  
 Float; Cherry Picker under 15 ton; Chip Spreader (self-propelled); Con-  
 crete Pump; Concrete Mesh Depressor - independently operated; Concrete  
 Spreader - power driven; End Loader under 1-1/2 cu. yd.; Excavating  
 Loader - portable; Finishing Machine and Bull Float; Gunite Machine; Head  
 Greaser; Mechanic; Mesh or Steel Placer; Multiple Tamping Machine (R.R.);  
 P.C.C. Concrete Belt Placer; Pulp Grader - power control; Refrigerating  
 Machine - freezing operation; Ross Carrier; Sheepfoot Roller (self-pro-  
 pelled); Taper - Multiple Vibrating - Asphalt, Waterbound Macadam,  
 Bituminous Macadam, Brick Surface; Trench Machine 24" and under; Tube  
 Float; Welder

## POWER EQUIPMENT OPERATORS' (Cont'd)

3 of 3

Group 3: Assistant Plant Engineer; Base Paver (Jersey or similar type machine); Concrete Finishing Machine; Concrete Mixer - less than 21 cu. ft.; Curb Machine; Farm Tractor - including farm tractor with all attachments except backhoe and including high lift and loaders of 1 cu. yd. capacity or less; Fireman (on boiler); Hoist (one drum); Operator, 3 pieces of minor equipment; Paving Breaker; Power Broom, self-propelled; Roller (Earth and Sub-base material); Slurry Seal Machine; Splice Machine (R.R.); Tamper - Multiple Vibrating - Earth and Sub-base material); Throttle Valve; Throttle Valve and Pileman combination on horizontal or upright boiler; Tractaire with Drill; Tractor - 50 H.P. or over; Well Point System; Widener (Apsco or similar type)

Group 4: Air Compressor; Assistant to Engineer - Oiler; Automatic Dry Patch Plant; Bituminous Distributor; Bituminous Patching Tamper; Belt Spreader; Broom and Belt Machine; Choir Cart (self-propelled); Coleman Type Screen; Conveyor (portable); Deck Hand; Digger Post Hole (power-driven); Fork Lift - under 10 ton; Form Grader; Form Tamper (motor driven); Generator; Greaser Tender; Hetherington Driver; Hetherington Tender; Hydra Sreder; Mechanics Tender; Mechanical Heater; Operator 1 thru 4 pcs. of minor equipment; Outboard or Inboard Motor Boat; Power Curing Spraying Machine; Power Saw - Concrete (power driven); Pug Mill; Pulp Broom (power type); Seamen Tiller; Straw Blower or Brush Hatcher; Striping Machine, Paint (motor driven); Sub-grader; Tractaire; Tractor (below 50 H.P.); Truck Crane Oiler - Driver; Spreader; Water Pump; Welding Machine 3 & of 300 amps or over

DECISION NO. IN 80-2015POWER EQUIPMENT OPERATORS  
(Tunnel & Sewer Construction)

Adams, Allen, Blackford, DeKalb,  
Huntington, Jay, Stevens, Wells,  
& Whitely Counties:

Basic Monthly Rates	Fringe Benefits Payments				Education and/or Appx. Tr.
	H & W	Pensions	Vacation		
GROUP I	\$12.44	.75	.65		.10
GROUP II	11.13	.75	.65		.10
GROUP III	10.46	.75	.65		.10
GROUP IV	9.29	.75	.65		.10
Benton, Carroll, Cass, Clinton, Delaware, Fayette, Fulton, Grant, Hamilton, Hancock, Henry, Howard, Johnson, Madison, Marion, Miami, Randolph, Rush, Shelby, Tippecanoe, Tipton, Union, Wabash, Wayne & White Counties:					
GROUP I	17.50	.55	.65		.10
GROUP II	11.50	.55	.65		.10
GROUP III	9.60	.55	.65		.10
GROUP IV	8.50	.55	.65		.10

*See index 2*  
*del 6-13-80*

## CLASSIFICATIONS

Group 1: Air Compressor (pressurizing shafts, tunnels and divers); Air Tugger; Auto Patrol; Back Filler; Backhoe; Boom Cat; Boring Machine; Dull Power; Conson Drilling Machine; Cherry Picker; Compactor (with dozer blade); Concrete Mixer (dual drum); Concrete Plant; Concrete Pump; Crane with all attachments; Crane - electric overhead; Derrick; Dual Purpose Truck (pitman type); Ditching Machine (18" and over); Dredge; Elevators (when hoisting material or tools); Fork Lift; Form-lance Paver; Generator (power for welders or compressors); Grapple; Helicopter; Helicopter Winch Operator; High Lift - Front End Loader; Hoist; Locomotive and/or Diesel Engine; Mechanic on job site; Mucking Machine; Panel Board Concrete Plant; Pile Driver; Push Cat; Scrap and Trencher; Scraper - rubber tired; Spreader - leveling (mounted, giraffe type); Carrier - haul type; Sub Base Finish Machine (C.M.I. or similar); Tunnel Crane; Tractor with backhoe (1 1/2 yard and over); Trench Box - power driven; Tunnel Shield; Welder (craft)

Group 2: A-Frame Truck; Hatcher Plant (Automatic-Dry Batch); Bending Machine - power driven; Bituminous Mixer; Bituminous Paver; Bituminous Plant Engineer; Boxman; Bull Float; Compactor or Tamper - self-propelled; Concrete Mixer (21 cu. ft. or over); Concrete Spreader - power driven; Ditching Machine (less than 18"); Drilling Machine; Finish Machine and Bull Float; Finishing Machine; Pilemon - Pile Driving and Bidders; Gunite Machine; Head Greaser; Mesh Depressor - Mesh Placer; P.C.C. Concrete Belt Placer; Roller - Asphalt, Stone and Sub Base; Rotary Drill; Sheepfoot Roller - self-propelled; Spreader or Dose Paver - self-propelled; Sub Grader; Throttle Valve with Air Compressor or Bidders; Tractor with Backhoe (under 1 1/2 yard); Tractor - High Lift, Farm type; Tractor, Industrial type; Tractor with Winch; Well Points; Winch Truck

Group 3: Air Compressor (210 cu. ft. and over); Bituminous Distributor; Chair Carts; Concrete Curing Machine; Concrete Saw; Dope Pot, power agitated; Flex Plane; Form Grader; Hydrohammer; Jacks - Hydraulic, power driven; Minor Equipment Operator 2, 3, 4 or 5; Paving Joint Machine; Post Hole Digger; Roller, earth; Throttle Valve; Track Jack, power driven; Tractor, Farm type; Truck Crane Driver

Group 4: Air Compressor (less than 210 cu. ft.); Concrete Mixer (under 21 cu. ft.); Conveyor; Generator; Mechanical Heater; Oilier; Power Broom; Pump Welding Machine; Tenders

## CLASSIFICATIONS

Group 1: A-Frame Winch Truck; Air Compressor, 900 cu. ft. and over; Air Tugger; Auto-grade (CHI); Auto Patrol; Backhoe; Ballast Regulator (RR); Batcher Plant (electric control concrete); Bending Machine (Pipe); Bituminous Plant; Bituminous Mixer Travel Plant; Bituminous Paver; Roller; Bulldozer; Cable Way; Chicago Dozer; Clamshell; Concrete Mixer (21 cu. ft. or over); Concrete Paver; Concrete Pump (Crete); Crane; Crane-man; Crusher Plant; Derrick; Diesel Boat; Ditcher; Dope Pots (Pipeline); Dragline; Dredge Operator; Dredge Engineer; Drill Operator; Elevating Grader; Elevator; Ford Hoe (or similar type equipment); Forklift; Formless Paver; Gantry Crane; Grapple; Graderman; Grout Pump; Helicopter Crew; Hatchington Paver; Highlift; Hoist; Hopto; Hough Loader (or similar type); Hydro Crane; Hydro Hammer; Locomotive Crane; Locomotive; Mechanic; Mobile Mixer; Motor Crane; Mucking Machine; Multiple Tamping Machine (RR); Overhead Crane; Pile Driver; Pulls; Push Dozer; Push Boats; Roller (Sheepfoot); Ross Carriers; Scoop; Shovel; Side Boom; Swing Crane; Tilt Boom; Tar Machine (Pipeline); Throttle Valve; Tower Crane; Trench Machine; Welder, heavy duty; Truck Mounted Concrete Pump and Drill; Well Point; Winleys

Group 2: Air Compressor (up to 900 cu. ft.); Brakeman; Bull Float; Concrete Mixer (over 105 and under 215); Concrete Spreader or Puddler; Ditch Engine; Electric Vibrator Compactor (earth or rock); Finishing Machine; Fireman; Gresser (on grease facilities servicing heavy equipment); Material Pump; Motor Boats; Portable Loader; Post Hole Digger; Power Broom; Rock Roller; Roller-wobble wheel (earth and rock); Spike Machine (RR); Steam Tiller; Spreader Book; Sub-grader; Tamping Machine; Welding Machine; Widener (Aspec or similar type).

Group 3: Bituminous Distributor; Cement Gun; Concrete Saw; Conveyor; Deck Hand Oilier; Drill Tender; Earth Roller; Form Grader; Generator; Guard Rail Driver; Heater; Oilier; Paving Joint Machine; Sleam Jenny; Truck Crane Oilier; Vibrator; Water Pump

POWER EQUIPMENT OPERATORS  
(Sewer, Tunnel, & Water Construction)

Bartholomew, Brown, Clark, Crawford, Dearborn, Decatur, Dubois, Floyd, Franklin, Gibson, Harrison, Jackson, Jefferson, Jennings, Lawrence, Martin, Ohio, Orange, Perry, Pike, Posey, Ripley, Scott, Spencer, Switzerland, Vanderburgh, Warrick, & Washington Counties

	Basic Hourly Rates	Fringe Benefits Payments			
		H & V	Pensions	Vacation	Education and/or Appx. Yr.
Group 1	\$10.25	.40	.45		.00
Group 2	9.15	.40	.45		.00
Group 3	7.21	.40	.45		.00

POWER EQUIPMENT OPERATORS  
(Tunnel & Sewer Construction)  
Boone, Clay, Daviess, Fountain, Greene, Hendricks, Knox, Monroe, Montgomery, Morgan, Owen, Patke, Putnam, Sullivan, Vermillion, Vigo, & Warren Counties;

GROUP I  
GROUP II  
GROUP III  
GROUP IV

*See Note 2  
dtd 6-13-80*

Basic Hourly Rates	Filage Benefits Payments			
	H & W	Pensions	Vacation	Education and/or App. Tr.
13-15	55	75		00
15-17	55	75		00
17-19	55	75		00
19-21	55	75		00
21-23	55	75		00
23-25	55	75		00
25-27	55	75		00
27-29	55	75		00
29-31	55	75		00
31-33	55	75		00
33-35	55	75		00
35-37	55	75		00
37-39	55	75		00
39-41	55	75		00
41-43	55	75		00
43-45	55	75		00
45-47	55	75		00
47-49	55	75		00
49-51	55	75		00
51-53	55	75		00
53-55	55	75		00
55-57	55	75		00
57-59	55	75		00
59-61	55	75		00
61-63	55	75		00
63-65	55	75		00
65-67	55	75		00
67-69	55	75		00
69-71	55	75		00
71-73	55	75		00
73-75	55	75		00
75-77	55	75		00
77-79	55	75		00
79-81	55	75		00
81-83	55	75		00
83-85	55	75		00
85-87	55	75		00
87-89	55	75		00
89-91	55	75		00
91-93	55	75		00
93-95	55	75		00
95-97	55	75		00
97-99	55	75		00
99-101	55	75		00
101-103	55	75		00
103-105	55	75		00
105-107	55	75		00
107-109	55	75		00
109-111	55	75		00
111-113	55	75		00
113-115	55	75		00
115-117	55	75		00
117-119	55	75		00
119-121	55	75		00
121-123	55	75		00
123-125	55	75		00
125-127	55	75		00
127-129	55	75		00
129-131	55	75		00
131-133	55	75		00
133-135	55	75		00
135-137	55	75		00
137-139	55	75		00
139-141	55	75		00
141-143	55	75		00
143-145	55	75		00
145-147	55	75		00
147-149	55	75		00
149-151	55	75		00
151-153	55	75		00
153-155	55	75		00
155-157	55	75		00
157-159	55	75		00
159-161	55	75		00
161-163	55	75		00
163-165	55	75		00
165-167	55	75		00
167-169	55	75		00
169-171	55	75		00
171-173	55	75		00
173-175	55	75		00
175-177	55	75		00
177-179	55	75		00
179-181	55	75		00
181-183	55	75		00
183-185	55	75		00
185-187	55	75		00
187-189	55	75		00
189-191	55	75		00
191-193	55	75		00
193-195	55	75		00
195-197	55	75		00
197-199	55	75		00
199-201	55	75		00
201-203	55	75		00
203-205	55	75		00
205-207	55	75		00
207-209	55	75		00
209-211	55	75		00
211-213	55	75		00
213-215	55	75		00
215-217	55	75		00
217-219	55	75		00
219-221	55	75		00
221-223	55	75		00
223-225	55	75		00
225-227	55	75		00
227-229	55	75		00
229-231	55	75		00
231-233	55	75		00
233-235	55	75		00
235-237	55	75		00
237-239	55	75		00
239-241	55	75		00
241-243	55	75		00
243-245	55	75		00
245-247	55	75		00
247-249	55	75		00
249-251	55	75		00
251-253	55	75		00
253-255	55	75		00
255-257	55	75		00
257-259	55	75		00
259-261	55	75		00
261-263	55	75		00
263-265	55	75		00
265-267	55	75		00
267-269	55	75		00
269-271	55	75		00
271-273	55	75		00
273-275	55	75		00
275-277	55	75		00
277-279	55	75		00
279-281	55	75		00
281-283	55	75		00
283-285	55	75		00
285-287	55	75		00
287-289	55	75		00
289-291	55	75		00
291-293	55	75		00
293-295	55	75		00
295-297	55	75		00
297-299	55	75		00
299-301	55	75		00
301-303	55	75		00
303-305	55	75		00
305-307	55	75		00
307-309	55	75		00
309-311	55	75		00
311-313	55	75		00
313-315	55	75		00
315-317	55	75		00
317-319	55	75		00
319-321	55	75		00
321-323	55	75		00
323-325	55	75		00
325-327	55	75		00
327-329	55	75		00
329-331	55	75		00
331-333	55	75		00
333-335	55	75		00
335-337	55	75		00
337-339	55	75		00
339-341	55	75		00
341-343	55	75		00
343-345	55	75		00
345-347	55	75		00
347-349	55	75		00
349-351	55	75		00
351-353	55	75		00
353-355	55	75		00
355-357	55	75		00
357-359	55	75		00
359-361	55	75		00
361-363	55	75		00
363-365	55	75		00
365-367	55	75		00
367-369	55	75		00
369-371	55	75		00
371-373	55	75		00
373-375	55	75		00
375-377	55	75		00
377-379	55	75		00
379-381	55	75		00
381-383	55	75		00
383-385	55	75		00
385-387	55	75		00
387-389	55	75		00
389-391	55	75		00
391-393	55	75		00
393-395	55	75		00
395-397	55	75		00
397-399	55	75		00
399-401	55	75		00
401-403	55	75		00
403-405	55	75		00
405-407	55	75		00
407-409	55	75		00
409-411	55	75		00
411-413	55	75		00
413-415	55	75		00
415-417	55	75		00
417-419	55	75		00
419-421	55	75		00
421-423	55	75		00
423-425	55	75		00
425-427	55	75		00
427-429	55	75		00
429-431	55	75		00
431-433	55	75		00
433-435	55	75		00
435-437	55	75		00
437-439	55	75		00
439-441	55	75		00
441-443	55	75		00
443-445	55	75		00
445-447	55	75		00
447-449	55	75		00
449-451	55	75		00
451-453	55	75		00
453-455	55	75		00
455-457	55	75		00
457-459	55	75		00
459-461	55	75		00
461-463	55	75		00
463-465	55	75		00
465-467	55	75		00
467-469	55	75		00
469-471	55	75		00
471-473	55	75		00
473-475	55	75		00
475-477	55	75		00
477-479	55	75		00
479-481	55	75		00
481-483	55	75		00
483-485	55	75		00
485-487	55	75		00
487-489	55	75		00
489-491	55	75		00
491-493	55	75		00
493-495	55	75		00
495-497	55	75		00
497-499	55	75		00
499-501	55	75		00
501-503	55	75		00
503-505	55	75		00
505-507	55	75		00
507-509	55	75		00
509-511	55	75		00
511-513	55	75		00
513-515	55	75		00
515-517	55	75		00
517-519	55	75		00
519-521	55	75		00
521-523	55	75		00
523-525	55	75		00
525-527	55	75		00
527-529	55	75		00
529-531	55	75		00
531-533	55	75		00
533-535	55	75		00
535-537	55	75		00
537-539	55	75		00
539-541	55	75		00
541-543	55	75		00
543-545	55	75		00
545-547	55	75		00
547-549	55	75		00
549-551	55	75		00
551-553	55	75		00
553-555	55	75		00
555-557	55	75		00
557-559	55	75		00
559-561	55	75		00
561-563	55	75		00
563-565	55	75		00
565-567	55	75		00
567-569	55	75		00
569-571	55	75		00
571-573	55	75		00

## DECISION NO. IN 80-2015

POWER EQUIPMENT OPERATORS  
(Tunnel & Sewer Construction)  
Jasper, Newton, Polaski, & Stacks  
Counties

	Basic Hourly Rates	Edge Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
Group 1	\$13.20	\$1.10	\$1.10	.05	
Group 2	12.70	1.10	1.10	.05	
Group 3	11.15	1.10	1.10	.05	
Group 4	10.15	1.10	1.10	.05	

## CLASSIFICATIONS

Group 1: Mechanic; Asphalt Plants; Autograder; Hatch Plants; Donkey (requires two engineers); Roller and Shottle Valve; Doring Machine (Mining Machine); Calson Rigs; Central Redmex Plant; Combination Backhoe, Front End Loader with Backhoe Bucket, over 1/2 cu. yd.; Combination Tugger Hoist and Air Compressor; Compressor and Shottle; Concrete Breaker (truck mounted); Concrete Conveyors; Concrete Paver over 272 cu. ft.; Concrete Paver 272 cu. ft. and under; Concrete Pump with Boom (truck mounted); Concrete Tower; Cranes, all; Cranes, Laneshead Tower; Ceter Cranes; Drills, all; Drills, traveling; Forklift - Lull type; Forklift - 10 ton and over; Hoists, one, two, and three drum; Hoist, two tugs, one floor; Hydraulic Boom Truck; Locomotive, all; Motor Patrol; Mucking Machine; Pile Drivers and Skid Rig; Pit Machines; Pre-stress Machine; Pump Cretes and similar types; Rock Drill (self-propelled); Rock Drill (truck mounted); Slipform Paver; Straddle Duggies; Tractor with Boom and Side Boom; Trenching Machine; Winch Tractor

Group 2: Asphalt Spreader; Roller; Bulldozer; Combination Backhoe, Front-end Loader with Backhoe Bucket, 1/2 cu. yd. and under; Grader, Elevating; Graveler; Graveler; Grouting Machine; Highlift Shovel; Front Endloader; Hoist, automatic; Cowboy Drilling Machine; Hoist, all elevators; Hoists, Tugger, single drum; Post Hole Digger; Rollers, all; Scoops - tractor drawn; Stone Crushers; Tournapull; Winch Trucks

Group 3: Concrete Mixer (2 bay and over); Conveyor, portable; Steam Generator; Tractors, farm and similar types; Air Compressor - small, 150 and under (1 to 3 not to exceed a total of 300 ft.); Air Compressor - large, over 150; Combination - small equipment operator; Forklift - under 10 tons; Generators; Pumps (1 to 3 not to exceed a total of 300 ft.); Pumping, Mill Pulverizing Milling Machines (2 through 5); Winches, 4 electric Drill Winches

Group 4: Heaters, Mechanical (1 to 5); Oilers & Sulfurcon

## DECISION NO. IN 83-2015

TRUCK DRIVERS:

	Basic Hourly Rates	Edge Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
GROUP A	\$9.605	11.00a	37.00a		
GROUP B	9.755	11.00a	37.00a		
GROUP C	9.705	11.00a	37.00a		
GROUP D	9.655	11.00a	37.00a		
GROUP E	9.605	11.00a	37.00a		
GROUP F	9.555	11.00a	37.00a		
GROUP G	9.505	11.00a	37.00a		
GROUP H	9.455	11.00a	37.00a		
GROUP I	9.405	11.00a	37.00a		
GROUP J	9.355	11.00a	37.00a		
GROUP K	9.305	11.00a	37.00a		
GROUP L	9.205	11.00a	37.00a		

## CLASSIFICATIONS

- GROUP A - Acety Wagons over 3 buckets  
GROUP B - Acety Wagons to and including 3 buckets  
GROUP C - Tandem-tandem Semi-Trucks; Truck Mechanics and Welders; Heavy Equipment Type Water Wagon over 5,000 Gallons; Tri-Axle Trucks pulling Tilt-Top Trailers; Low Boys, Tandem-tandem Axle  
GROUP D - Tri-Axle Trucks; Tandem Axle Trucks; Equipment not self loaded or pusher loaded such as Kehringer or similar; Dumpsters, Truck Truck, Euclid Bottom Dump and Bug Bottom Dump, Tournatrailers, Tournasockers, Akhey Wagons, or similar equipment over 12 cu. yd.; Tandem Axle Trucks pulling Tilt-Top Trailers; Lowboys; Tandem Axle Tri-Axle Hatch  
GROUP E - Tandem "Dog-Legs" Trucks; Semi-Water Trucks; Sprinkler Trucks; Heavy Equipment Type Water Wagons 5,000 Gallons & Under  
GROUP F - Truck Mounted Pavement Breakers; Tandem Trucks over 15 Ton Payload; Single Axle Semi-Trucks; Farm Tractors hauling material; Equipment not self loaded or pusher loaded such as Kehringer or similar; Dumpster, Truck Truck, Euclid Bottom Dump and Bug Bottom Dump, Tournatrailers, Tournasockers, Akhey Wagons or similar equipment 12 cubic yds. & under; Mixer Trucks, All Types; Single Axle Trucks pulling Tilt-Top Trailer; Lowboys, Single Axle  
GROUP G - Tandem Axle Fuel Trucks; Tandem Axle Water Trucks; Bituminous Distributor (one man)  
GROUP H - Single Axle Dog-Legs; Tandem Trucks or Dog Legs; Winch Trucks or A Frames used for Transportation; Batch Trucks Wet Dry over 3 (34ft) Batches-Grease and Maintenance Truck Servicing Tandem Axle Trucks  
GROUP I - Single Axle Fuel Trucks; Single Axle Water Trucks; Bituminous Distributors, (Low man)  
GROUP J - Single Axle Semi-Trucks; Wet-Dry 3 (34ft) Batches or less; Grease & Maintenance Trucks servicing, Single Axle Trucks  
GROUP K - Tandem Graders; Viro seen; Batch Board Tankers  
GROUP L - Pick-Up trucks

PROVIDES: 4-PER WEEK PER EMPLOYEE

## LINE CONSTRUCTION

Statewide, except Clark, Clinton (Frankfort), Crawford, Dearborn, Dubois, Floyd, Fountain, Gibson, Harrison, Jackson, Jefferson, Miami (Peru & Dunker Hill Air Base), Newton, Perry, Pike, Posey, Scott, Spencer, Switzerland, Vanderburgh, Vermillion, Warren, Warrick and Washington, Counties:

Linemen: Technicians

Equipment Operators  
Powder & Equipment Mechanic  
Groundman Truck Driver w/w  
Groundman

Clark, Floyd, Harrison, Jackson, Jefferson, Scott, & Washington, Counties:

Linemen: Line Truck Driver; Mechanized Equipment Operators  
Groundman

Crawford, DuBois, Gibson, Perry, Pike, Posey, Spencer, Vanderburgh, & Warrick Counties:

Linemen: Line Truck Operators; Hole Oigger; Cable Splicer  
Truck Driver  
Groundman

Newton County:  
Linemen

Fountain, Vermillion, & Warren Counties:  
Linemen: Groundman Equipment Operator

Groundman Truck Driver with Winch  
Groundman Truck Driver without Winch  
Groundman

Clinton (Frankfort Only) & Miami (Peru & Dunker Hill Air Base Only) Counties:  
Linemen: Heavy Equipment Operators "A"

Cable Splicers  
Heavy Equipment Operators "B"

Powderman: Equipment Mechanic  
Groundman - Truck Driver with Winch

Groundman  
Groundman - Truck Driver without Winch

Basic Hourly Rates	fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
12.27	.45	3%		.5%
9.50	.45	3%		.5%
9.37	.45	3%		.5%
8.00	.45	3%		.5%
7.68	.45	3%		.5%
15.20	.45	3%		.5%
9.42	.45	3%		.5%
13.90	.45	3%		.5%
12.05	.45	3%		.5%
12.54	.45	3%		.5%
14.98	.45	3%		.5%
13.67	.45	3%		.5%
11.22	.45	3%		.5%
10.53	.45	3%		.5%
10.00				.5%
12.38	.45	3%		.5%
13.46	.45	3%		.5%
9.20	.45	3%		.5%
7.75	.45	3%		.5%
8.17	.45	3%		.5%
7.79	.45	3%		.5%
6.99	.45	3%		.5%

## LINE CONSTRUCTION

Dearborn & Switzerland Counties

Up to & including 18 mi. radius of Hamilton Co., Court House, Cincinnati, Ohio

Linemen: Operator all Mechanized equipment operators  
Groundman

Over 18 up to & including 21 mi. radius of Hamilton Co., Court House, Cincinnati, Ohio

Linemen: Operators all Mechanized equipment operators  
Groundman

Over 21 up to & including 25 mi. radius of Hamilton Co., Court House, Cincinnati, Ohio

Linemen: Operators all Mechanized equipment operators  
Groundman

Over 25 mi. radius of Hamilton Co., Court House, Cincinnati, Ohio

Linemen: Operators all Mechanized equipment operators  
Groundman

Basic Hourly Rates	fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
13.90	.70	3%+.60		.5%
10.41	.70	3%+.60		.5%
14.20	.70	3%+.60		.5%
10.65	.70	3%+.60		.5%
14.30	.70	3%+.60		.5%
10.73	.70	3%+.60		.5%
14.45	.70	3%+.60		.5%
10.84	.70	3%+.60		.5%

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the Labor standards contract clauses (20 CFR, 5, (b) (1) (i)).

## Modification Page 22

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Adams, Berks, Bradford, Carbon, Columbia, Cumberland, Dauphin,  
 Juniata, Lackawanna, Lancaster, Lebanon, Lehigh, Luzerne, Lycoming,

Monroe, Montour, Northampton,  
Northumberland, Perry, Pike,  
Schuylkill, Snyder, Sullivan,  
Susquehanna, Tioga, Union,  
Wayne, Wyoming and York  
Counties, Pennsylvania

GRADE:

Power Equipment Operator  
Heavy Construction  
ZG:E 1

Beale Monthly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vocetion	Education (and Appr. Tr.)
\$13.14	7.9%	10.3%	a	1.8%
12.85	7.9%	10.3%	a	1.8%
11.97	7.9%	10.3%	a	1.8%
11.20	7.9%	10.3%	a	1.8%
10.82	7.9%	10.3%	a	1.8%
9.80	7.9%	10.3%	a	1.8%
13.39	7.9%	10.3%	a	1.8%
13.64	7.9%	10.3%	a	1.8%
13.69	7.9%	10.3%	a	1.8%
13.10	7.9%	10.3%	a	1.8%
12.90	7.9%	10.3%	a	1.8%
12.03	7.9%	10.3%	a	1.8%
11.26	7.9%	10.3%	a	1.8%
10.49	7.9%	10.3%	a	1.8%
9.68	7.9%	10.3%	a	1.8%
13.64	7.9%	10.3%	a	1.8%
13.69	7.9%	10.3%	a	1.8%
13.93	7.9%	10.3%	a	1.8%
11.59	7.9%	10.3%	a	1.8%
10.75	7.9%	10.3%	a	1.8%
10.24	7.9%	10.3%	a	1.8%
9.80	7.9%	10.3%	a	1.8%
9.25	7.9%	10.3%	a	1.8%
11.84	7.9%	10.3%	a	1.8%
12.09	7.9%	10.3%	a	1.8%
12.34	7.9%	10.3%	a	1.8%

Power Equipment Operators  
Highway Construction

11.39	7.9%	10.3%	a	1.8%
10.75	7.9%	10.3%	a	1.8%
10.24	7.9%	10.3%	a	1.8%
9.80	7.9%	10.3%	a	1.8%
9.25	7.9%	10.3%	a	1.8%
11.84	7.9%	10.3%	a	1.8%
12.09	7.9%	10.3%	a	1.8%
12.34	7.9%	10.3%	a	1.8%

DECISION NO. IN80-2015 -

MOD 7

(45 FR 24985 - April 11, 1980)  
Statewide, except Lake,  
LaPorte, Porter, & St.  
Joseph Counties, Indiana

### Change:

### Truck Drivers:

Group A	\$9.805	31.50	37.00
Group B	9.755	31.50	37.00
Group C	9.705	31.50	37.00
Group D	9.655	31.50	37.00
Group E	9.605	31.50	37.00
Group F	9.555	31.50	37.00
Group G	9.505	31.50	37.00
Group H	9.455	31.50	37.00
Group I	9.405	31.50	37.00
Group J	9.355	31.50	37.00
Group K	9.305	31.50	37.00
Group L	9.205	31.50	37.00

On 18.12.19

Laborers: Sewer, Tunnel,  
& Water Construction  
Schedule

Add:

Laborers: Sewer, Tunnel,  
& Water Construction  
Schedule

Basic Hourly Rates	Fringe Benefit Payments			Education and/or Appr. Tr.
	H & W	Pensions	Vacation	
\$9.805	31.50a	37.00a		
9.755	31.50a	37.00a		
9.705	31.50a	37.00a		
9.655	31.50a	37.00a		
9.605	31.50a	37.00a		
9.555	31.50a	37.00a		
9.505	31.50a	37.00a		
9.455	31.50a	37.00a		
9.405	31.50a	37.00a		
9.355	31.50a	37.00a		
9.305	31.50a	37.00a		
9.205	31.50a	37.00a		

## Modification Page 23

DECISION NO. IN80-2015(Cont'd)

LABORERS: SEWER, TUNNEL, &amp; WATER CONSTRUCTION

	ZONE 2	ZONE 2A	ZONE 3	ZONE 4	ZONE 5
	Basic Hourly Rates	Basic Hourly Rates	Basic Hourly Rates	Basic Hourly Rates	Basic Hourly Rates
GROUP 1	9.20	9.00	9.00	9.20	9.40
GROUP 2	9.35	9.15	9.15	9.35	9.55
GROUP 3	9.40	9.20	9.20	9.40	9.60
GROUP 4	9.50	9.30	9.30	9.50	9.70
GROUP 5	10.05	9.85	9.85	10.05	10.25
GROUP 6:					
A.	9.40	9.20	9.20	9.40	9.60
B.	9.55	9.35	9.35	9.55	9.75
C.	10.00	9.80	9.80	10.00	10.20
D.	9.50	9.30	9.30	9.50	9.70

Fringe Benefits Payments			
H & W	Pensions	Vacation	Education and/or Appr. Tr.
.85	.75		.09

## ZONES

ZONE 1: Jasper, Lake, LaPorte, Newton, Porter, & Starke Counties  
(Excluded from this schedule)

ZONE 2: Elkhart Co.

ZONE 2A: Kosciusko, LaGrange, &amp; Marshall Counties

ZONE 3: Benton, Blackford, Boone, Carroll, Cass, Clinton, Delaware, Fayette, Fulton, Grant, Hamilton, Hancock, Henry, Howard, Jay, Madison, Marion, Miami, Montgomery, Pulaski, Randolph, Rush, Shelby, Tippecanoe, Tipton, Union, Wayne, &amp; White Counties

ZONE 4: Bartholomew, Brown, Clark, Clay, Crawford, Dearborn, Decatur, Floyd, Fountain, Franklin, Greenc, Harrison, Hendricks, Jackson, Johnson, Jennings, Johnson, Lawrence, Martin, Monroe, Morgan, Orange, Owen, Parks, Perry, Putnam, Ripley, Scott, Sullivan, Switzerland, Vermillion, Vigo, Warren, &amp; Washington Counties

ZONE 5: Dubois, Gibson, Hamilton, Hancock, Posey, Spencer, Vanderburgh, &amp; Warrick Counties

## Modification Page 24

DECISION NO. VAX9-1056-Mod.

#1

(44 FR 75912-December 21, 1979)

Albermarle County &amp; the Independent city of Charlottesville, Virginia

CHANGE:

Ironworkers Structural

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
\$10.75	.55	.75		.05



## MODIFICATIONS P. 3

~~DECISION NO. 1470-1115 - Mod. #1~~~~(45 FR 4535) - November 10, 1979  
Chatham County, Georgia~~~~CHANGES:~~~~Boilermakers~~

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
\$11.75	1.275	1.10		.04

~~DECISION NO. 1470-1115 - Mod. #3~~~~(45 FR 4750) - November 23, 1979  
Richmond County, Georgia~~~~CHANGES:~~~~Boilermakers~~

\$11.75	1.275	1.10		.04
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~~DECISION NO. 1470-1115 - Mod. #1~~~~(45 FR 1308) - April 25, 1980  
Clayton, DeKalb, and Fulton  
Counties, Georgia~~~~CHANGES:~~~~Boilermakers~~

\$11.75	1.275	1.10		.04
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## MODIFICATIONS P. 4

## DECISION NO. IN80-2015 -

## MOD. #1

[45 FR 24985 - April 11, 1980]

Statewide, Except Lake, LaPorte, Porter and St. Joseph Counties.

## CHANGES:

## CARPENTERS:

Elkhart County

CEMENT MASONS:

Greene &amp; Sullivan Cos.

## POWER EQUIPMENT OPERATORS:

(Heavy &amp; Highway

Construction)

Bartholomew, Brown, Clark,

Crawford, Dearborn,

Decatur, Dubois, Floyd,

Franklin, Gibson, Harrison,

Jackson, Jefferson,

Jennings, Lawrence, Martin,

Ohio, Orange, Perry,

Pike, Posey, Ripley,

Scott, Spencer, Switzer-

land, Vanderburgh, Warr-

ick, &amp; Washington Cos.:

GROUP I

GROUP II

GROUP III

GROUP IV

POWER EQUIPMENT OPERATORS:

(Tunnel &amp; Sewer Construc-

tion)

Benton, Carroll, Cass,

Clinton, Delaware, Fay-

ette, Fulton, Grant,

Hamilton, Hancock, Henry,

Howard, Johnson, Madison,

Marion, Miami, Randolph,

Rush, Shelby, Tippecanoe,

Tipton, Union, Wabash,

Wayne, &amp; White Cos.:

GROUP I

GROUP II

GROUP III

GROUP IV

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
\$11.88	.90	.90		.05
12.05	.60	1.00		.04
12.34	.50	1.00		.10
11.03	.50	1.00		.10
10.36	.50	1.00		.10
9.19	.50	1.00		.10
12.30	.75	.65		.10
11.30	.75	.65		.10
9.40	.75	.65		.10
8.30	.75	.65		.10

DECISION NO. INS0-2015-  
(Cont'd)

POWER EQUIPMENT OPERATORS:  
(Tunnel & Sewer  
Construction)

Boone, Clay, Daviess, Fountain, Greene, Hendricks, Knox, Monroe, Montgomery, Morgan, Owen, Parke, Putnam, Sullivan, Vermillion, Vigo, & Warren Cos.

Basic Hourly Rates	H & W	Pensions	Vacation	Education and/or Appr. Tr.
GROUP I	\$12.95	.75	.75	.08
GROUP II	12.85	.75	.75	.08
GROUP III	12.65	.75	.75	.08

DECISION NO. H179-2019 - HOU. 65  
(44 FR 29457 - May 4, 1979)  
Macomb, Monroe, Oakland,  
Washtenaw & Wayne Counties,  
Michigan

CHANGE:

PLASTERERS:  
Washtenaw County

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
\$15.37		1.30		

TITLE OF ORDINANCE WASHINGTON CENTER ROAD/SIGNATURE INN SANITARY SEWER.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

*L-82-01-10*

SYNOPSIS OF ORDINANCE WASHINGTON CENTER ROAD/SIGNATURE INN SANITARY SEWER CONSTRUCTION.

BEGINNING AT A PROPOSED MANHOLE LOCATED ON THE EXISTING SPY RUN INTERCEPTOR ON THE NORTH  
SIDE OF WASHINGTON CENTER ROAD AND ON THE SOUTHWEST CORNER OF LOT NUMBERED 9 IN WASHINGTON  
CENTER ACRES; THENCE EASTERLY ALONG THE NORTH SIDE OF WASHINGTON CENTER ROAD, A DISTANCE OF  
2,025+ LINEAL FEET TERMINATING AT A PROPOSED MANHOLE LOCATED AT THE SOUTHWEST CORNER OF A  
.97+ ACRE TRACT NOW OR FORMERLY OWNED BY LASSUS.

EFFECT OF PASSAGE THE CONSTRUCTION OF AN EIGHT AND TEN INCH DIAMETER SANITARY SEWER

EFFECT OF NON-PASSAGE THE ABOVE DESCRIBED SEWER WILL NOT BE CONSTRUCTED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$39,019.70 TO BE PAID ENTIRELY BY  
DEVELOPER.

ASSIGNED TO COMMITTEE